

Dean T. Adams Partner Email: dadams@asmesq.com

November 8, 2023

Brendon P. White Senior Regional Attorney Public Employment Relations Board Sacramento Regional Office 1031 18th Street Sacramento, CA 95811-4124

Re: <u>Temecula Valley Unified School District's Position Statement in Unfair Practice Charge</u>
No. LA-CE-6841-E

Dear Mr. White:

This letter and its attachments constitute the Temecula Valley Unified School District's ("District") Position Statement in response to the unfair practice charge filed by the Temecula Valley Educators Association ("TVEA") on October 5, 2023 ("Charge"). The District received two different notices of the Unfair Practice Charge on October 9, 2023 and October 13, 2023. While the differences are largely limited to the attached exhibits, please accept this letter as the District's Position Statement in response to both notices.

In the Charge, TVEA alleges that the District violated Government Code sections 3543.5(a) and 3543.1. Generally, TVEA alleges that the District: (1) violated its duty to bargain and (2) interfered with its members' protected activities.

This District categorically denies all allegations of wrongdoing contained in the Charge. The District respectfully requests that the Senior Regional Attorney dismiss the Charge because, among other things: (1) the District's decision to implement the changes at issue in this matter are within the District's management prerogative, (2) the District has complied with its obligation to bargain in good faith with the representatives of TVEA, upholding its obligation to negotiate the impacts and effects of these decisions, and (3) the District did not interfere with TVEA and/or its members' protected activities.

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Relevant Factual Background

On or around August 17, 2023, TVEA President Edgar Diaz received the agenda for the District School Board's August 22, 2023 meeting. (Charge, p. 1.)

On August 22, 2023, Temecula Valley Unified School District's Governing Board adopted Board Policy ("BP") 5020.1 Parental Notification¹. The policy requires certificated staff, and others, to notify parents/guardians when their children: (1) request to be identified or treated as a gender other than the student's biological sex or gender listed on their birth certificate or any other official records; (2) request to access sex-segregated programs and activities or bathrooms and changing facilities that do not align with the biological sex or gender on the student's birth certificate or other official records; (3) request to change information in the student's official or unofficial records; (4) experience a significant injury while on school property or while participating in a school-related activity; (5) display suicidal ideation or expresses verbal intentions of self-farm; and (6) are involved in a verbal and physical altercation, including bullying. (Board Policy 5020.1, attached as Exhibit 1.)

On or around September 8, 2023, TVEA President Edgar Diaz received the agenda for the September 12, 2023, District Board meeting, which included the intention to revise Administrative Regulation ("AR") 6115. (Charge, p. 3.)

On September 12, 2023, Temecula Valley Unified School District's Governing Board adopted a revised version of AR 6115, Ceremonies and Observations. The relevant revisions stated, in pertinent part:

... no flag other than the United States of America and State of California may be displayed on school grounds, including classrooms, unless it is a country, state, or United States military flag used solely for educational purposes within the adopted curriculum. Any other flag must be approved by the Superintendent or designee prior to displaying, if and only if, it is used for educational purposes and only during the related instructional period. (Administrative Regulation 6115, attached as Exhibit 2.)

On September 18, 2023, the District and TVEA met in negotiations. During the course of those negotiations, the parties specifically discussed BP 5020.1. During those discussions, the District explained that it was in the process of establishing a committee to develop an administrative regulation implementing BP 5020.1. The District specifically explained that it "want[s] to be sure TVEA members have a voice in that committee." Notably, the District explained that BP 5020.1 would not be implemented until the administrative regulation had been developed.

¹ The District is aware of the pending litigation involving the Chino Valley Unified School District and the California State Attorney General related to an analogous policy. The District is actively monitoring that matter.

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On September 27, 2023, the District met with secondary counselors, who are TVEA members, and administrators concerning BP 5020.1. During the course of that meeting, the District obtained input from those participants regarding the administrative regulation.

On October 4, 2023, the District met with its social emotional learning team, including counselors and social workers who are TVEA members, concerning BP 5020.1. During the course of that meeting, the District obtained input from those participants regarding the administrative regulation.

In addition to the forgoing meetings, the District has obtained input from other stakeholders regarding the administrative regulation. The District will continue to develop its administrative regulation in the coming weeks. Notably, once the District has completed development of the administrative regulation, it intends to share that regulation with TVEA and negotiate concerning any bargainable impacts and effects.

The District's efforts regarding the administrative regulation continue as of the date of this Position Statement.

Analysis

I. The District Did Not Violate Its Duty to Bargain in Good Faith.

The District respectfully requests that the Senior Regional Attorney dismiss all allegations related to the District's alleged failure to bargain. As discussed below, when adopting BP 5020.1 and revising AR 6115, the Board appropriately exercised its management prerogative. Further, the District's actions do not represent a change in policy. Finally, the District properly engaged TVEA in developing its administrative regulation related to BP 5020.1.

a. Board Policy 5020.1

The District did not fail to bargain BP 5020.1 with TVEA. Rather, as discussed below, the District exercised its managerial rights, making any change to the policy outside the scope of bargaining. Moreover, the adoption of Board Policy 5020.1 did not change the District's policies and practices related to many of the requirements contained in the policy. Rather, Board Policy 5020.1 is a reiteration of existing policy. Finally, the District has actively engaged TVEA in the development of the administrative regulation related to BP 5020.1.

A school district may unilaterally change certain working conditions of teachers under its management prerogative. The effects of such a change only require negotiations if there has been a demonstrable impact on the affected employees. (*Modesto City and High School Districts* (1986) PERB Decision No. 566.)

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The District and TVEA have implemented language in the collective bargaining agreement acknowledging the District's right to implement certain changes. In particular, the collective bargaining agreement provides, in pertinent part:

- 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.
 - 3.1.1 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 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; . . . maintain the efficiency of District operations; . . . and take action on any matter in the event of an emergency.

. . .

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 this Agreement, and then only to the extent such specific and express terms are in conformance with law. (Collective Bargaining Agreement, attached as Exhibit 3.)

Here, the District enacted a parental notification policy through BP 5020.1. The policy is intended to, "foster trust between the District and the parent(s)/guardian(s) of its students" and ensure that parents are "informed of and involved in all aspects of their child's education to promote the best outcomes." The Board specifically adopted BP 5020.1 to:

- 1. Provide procedures designed to maintain and, in some cases, restore trust between school districts and parent(s)/guardian(s) of pupils.
- 2. Bring parent(s)/guardian(s) into the decision-making process for mental health and social-emotional issues of their children at the earliest possible time in order to prevent or reduce potential instances of self-harm.
- 3. Promote communication and positive relationships with parent(s)/guardian(s) of pupils that promote the best outcomes for pupils' academic and social-emotional success.

As noted above, BP 5020.1 requires District staff, including TVEA members, to notify parents and guardians when their children, among other things: (1) request to be treated as a gender other than the gender listed on their birth certificate or other official records, including in the use of

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pronouns and/or names; (2) access sex-segregated programs and activities or bathrooms and changing facilities that do not align with the biological sex or gender on the student's birth certificate or other official records; (3) request to change information in the student's official or unofficial records; (4) the student experiences any significant physical injury while on school property or participating in a school-related activity; (5) express suicidal intensions; and (6) are involved in verbal or physical altercations, including bullying.

While BP 5020.1 expands certain requirements of the principal/designee, administrators, and certificated staff, it is within the management's prerogative to do so because the Board retains all legal rights under the law. The matters within BP 5020.1 relate to the manner in which services are provided to students and parents, educational policies, goals, and objectives, and the manner in which the District effectively operates its schools. TVEA has proffered no evidence that the adoption of this policy was an overreach of the powers and authorities vested within the District.

It bears noting that BP 5020.1 merely restates many longstanding parent notification requirements. For instance, BP 5141, Health Care and Emergencies, requires staff to notify parents as quickly as possible when a student has been injured. (Board Policy 5141, attached as Exhibit 4.) Similarly, AR 5141, Health Care and Emergencies, requires the principal or designee to notify the parent or guardian whenever the student requires emergency or urgent medical treatment. (Administrative Regulation 5141, attached as Exhibit 5.) The District originally adopted BP and AR 5141 in January 2018.

Further, AR 5141.52, Suicide Prevention, requires staff, including TVEA members, to promptly notify several individuals in the event they learn of any student's suicidal intentions. The District originally adopted AR 5141.52 in January 2018. (Administrative Regulation 5141.52, attached as Exhibit 6.)

Likewise, BP 5131.2, Bullying, requires any school staff, including TVEA members, to inform the principal when they observe or receive a report of bullying. The principal or designee must notify the student's parent or guardian in the event the student has been exposed to sufficiently severe or pervasive bullying. The District originally adopted BP 5131.2 in November 2022. (Board Policy 5131.2, attached as Exhibit 7.)

Matters related to student health and safety, parent rights, and bullying are squarely within the District's management right to regulate. Further, it is a long-standing past practice of the parties to allow the District to regulate areas of this nature given that the Board routinely approves policies and regulations related to student health and safety, parent rights, and bullying.

It also bears noting that the parties have developed a past practice related to some of the items described in BP 5020.1. A binding past practice is one that is "unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties." (*Region 2 Court Interpreter Employment Relations Committee* (2020) PERB Dec. No 2701-I; *citing, County of Orange* (2018) PERB Dec. No. 2611-M and *County of Riverside* (2013) PERB Dec. No. 2307-M).

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As noted above, in 2018 and 2022, the Board approved Board Policies 5141 and 5131.2 and Administrative Regulation 5141 and 5141.52. TVEA did not request to bargain the decision or effects of the policies/regulations demonstrating a well-established past practice that allows the District to regulate this area without the involvement of TVEA.

Further, TVEA has offered no evidence that the decision to adopt BP 5020.1 has a demonstrable effect on its members or that the decision exceeds the District's authority under Article 3 of the collective bargaining agreement. The only evidence proffered is that "it *could* subject TVEA's unit members to discipline." (Charge, p. 5.) Absent this showing of demonstrable effect, TVEA does not have a right to negotiate concerning the decision to bargain this policy.

Significantly, the District has delayed implementation of BP 5020.1 until it has developed an administrative regulation to accompany BP 5020.1. The District has offered to meet and negotiate with TVEA related to impacts and effects pertaining to that administrative regulation and will do so as soon as a draft administrative relation has been prepared for review by the parties' respective bargaining teams.

b. Administrative Regulation 6115.

TVEA alleges that the District failed to bargain the revised version of AR 6115. As described in detail below, the recent revisions to AR 6115 fall within the scope of management prerogative and only needs to be bargained for if there is a demonstrable impact on the affected employees. (Modesto City and High School Districts (1986) PERB Decision No. 566.)

As noted above, AR 6115 states:

No flag other than the United States of America and the State of California may be displayed on school grounds, including classrooms, unless it is a country, state, or United States Military flag used solely for educational purposes within the adopted curriculum. Any other flag must be approved by the Superintendent or designee prior to displaying, if and only if, it is used for educational purposes and only during the related instructional period. (AR 6115, attached as Exhibit 3.)

Here, AR 6115 limits the ability of staff to display any flag other than the United States flag or California State flag, without prior approval of the Superintendent or designee. However, the topics within this regulation are within the scope and authority of District management.

As noted above, under the CBA, the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Those powers and authority are only limited by specific and express terms of the CBA. Again, there is no such mention of limiting terms within the CBA as it relates to the displaying of flags. Thus, the CBA does not limit the District's ability to limit the display of flags on school grounds.

Moreover, TVEA has not alleged, let alone proven, that the revised regulation has a demonstrable effect on any negotiable subjects. Consequently, the Board did not need to bargain with TVEA before adopting this regulation.

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II. The District Did Not Interfere with TVEA Rights.

TVEA alleges that, in enacting AR 6115, the District interfered with its members' rights in violation of Government Code section 3543.5(a). TVEA has not stated a prima facie case of interference. Consequently, the allegation should be dismissed.

To establish a prima facie case of interference, the charging party must allege that the employer's conduct tends to or does result in at least slight harm to protected rights. (*County of Santa Clara* (2018) PERB Decision No. 2613-M, p. 8.) Here, TVEA has not identified a protected right with which the District has interfered.

In the Charge, TVEA identifies that the AR 6115 is designed to prevent the display of Pride flags. (Charge, p. 5.) However, the EERA does not protect an employee's "right" to display a Pride flag. Presumably, TVEA knows this to be true and as a result, and without any legal support, TVEA asserts that the larger "social movement" associated with the Pride flag is "connected to the labor movement."²

TVEA is inappropriately attempting to link the labor movement with the LGBTQ+ civil rights movement, and in doing so, TVEA seeks to protect employee activities that are not otherwise protected by the EERA. If PERB protects the Pride flag "social movement" because it is somehow akin to the "labor movement," it bears noting that there appears to be no end to the "social movements" that may also gain protection. Such an expansion of rights is not the purpose of the EERA. (See Gov. Code § 3540.)

Conclusion

For the reasons described herein, the District respectfully requests that the Senior Regional Attorney dismiss the Charge.

We hope this information is helpful. If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

ADAMS SILVA & MCNALLY LLP

Dean T. Adams

² The civil rights of the LGBTQ+ community are far greater than a "social movement."

VERIFICATION

I, Francisco Arce, make this verification in my official capacity as the Assistant Superintendent of Human Resources Development. I have reviewed the factual information contained in the District's response to Unfair Practice Charge No. No. LA-CE-6841-E and verify that all facts are true and accurate. I declare under penalty of perjury that the response is true and complete to the best of my knowledge and belief.

11/08/2023	
Date	

Francisco Arce

Assistant Superintendent of Human

Resources Development

EXHIBIT 1

Status: ADOPTED

Policy 5020.01: ^Parental Notification

Original Adopted Date: 08/22/2023 | Last Reviewed Date: 08/22/2023

Parental Notification

The Temecula Valley Unified School District Board of Education strives to foster trust between the District and the parent(s)/guardian(s) of its students. To that end, the Board supports the fundamental rights of parent(s)/guardian(s) to direct the care and upbringing of their children, including the right to be informed of and involved in all aspects of their child's education to promote the best outcomes.

It is the intent of Temecula Valley Unified School District in enacting this parental notification policy to do all of the following:

- 1. Provide procedures designed to maintain and, in some cases, restore trust between school districts and parent(s)/guardian(s) of pupils.
- 2. Bring parent(s)/guardian(s) into the decision-making process for mental health and social-emotional issues of their children at the earliest possible time in order to prevent or reduce potential instances of self-harm.
- 3. Promote communication and positive relationships with parent(s)/guardian(s) of pupils that promote the best outcomes for pupils' academic and social-emotional success.

It is the policy of the Temecula Valley Unified School District that District employees, administrators, and certificated staff collaborate with parent(s)/guardian(s) in evaluating the needs of students having academic, attendance, social, emotional, or behavioral difficulties and in identifying strategies and programs that may assist such students in maximizing their potential.

This parental notification policy requires the following:

- 1. Principal/designee, certificated staff, and school counselors shall notify the parent(s)/guardian(s), in writing, within three days from the date any District employee, administrator, or certificated staff becomes aware that a student is:
 - a. Requesting to be identified or treated as a gender (as defined in Education Code Section 210.7) other than the student's biological sex or gender listed on the student's birth certificate or any other official records.

This includes any request by the student to use a name that differs from their legal name (other than a commonly recognized diminutive of the child's legal name) or to use pronouns that do not align with the student's biological sex or gender listed on the student's birth certificate or other official records.

- b. Accessing sex-segregated school programs and activities, including athletic teams and competitions, or using bathrooms or changing facilities that do not align with the student's biological sex or gender listed on the birth certificate or other official records. c. Requesting to change any information contained in the student's official or unofficial records.
- 2. The principal/designee or staff shall notify the parent(s)/ guardian(s) of the student immediately or as soon as reasonably possible that the student has experienced any significant physical injury while on school property or participating in a school-sponsored activity.

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- 3. All District employees shall take every student's statement regarding suicidal intent seriously.
 - a. Whenever an employee, administrator, or certificated staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, the employee, administrator, or staff member shall promptly notify the principal or school counselor, who shall implement District's intervention protocols, as appropriate, and shall notify the parent(s)/guardian(s) immediately, or as soon as reasonably possible.
 - b. When a suicide attempt or threat is known, the principal or designee shall ensure student safety by taking the following actions:
 - i. Immediately secure medical treatment and/or mental health services as necessary.
 - ii. Keep the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene;
 - iii. Notify law enforcement and/or other emergency assistance if a suicidal act is being actively threatened and remove other students from the area in the event of an active suicidal act.
 - c. The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.
 - d. School employees shall act only within the authorization and scope of their credential or license. An employee is not authorized to diagnose or treat mental illness unless specifically licensed and employed to do so. (Education Code 215).
- 4. The principal/designee or certificated staff shall notify the parent(s)/guardian(s) of any incident or complaint of a verbal or physical altercation involving their child, including bullying by or against their child, within three days of the occurrence. Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, the District compliance officer, or any other available school employee. Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the District's uniform complaint procedures (UCP) specified in Administrative Regulation 1312.3.
- 5. Unless otherwise specified, the notification required in sections 1 through 4 above can be by telephone, mail, email, or conference. The District employees who make such notification shall either keep a record of such notification (if written) or document such notification (if verbal) and place the record or documentation in the student's official student information system.
- 6. For purposes of this Board policy, Family Code Section 6924, Health and Safety Code Section 124260, and Education Code Section 49602(C), the inclusion of parent(s)/guardian(s) is appropriate unless specifically prohibited by law. Nothing in this policy affects the obligations of the District's employees, administrators, and certificated staff as mandated reporters under Article 2.5 of the Child Abuse and Neglect Reporting Act Sections 11164-11174.3 of the Penal Code and the District Policy 5141 and Administrative Regulation 5141.4.

EXHIBIT 2

Regulation 6115: Ceremonies And Observances

Status: ADOPTED

Original Adopted Date: 01/16/2018 | Last Revised Date: 09/22/2023 | Last Reviewed Date: 09/22/2023

Holidays

District schools shall be closed on the following holidays: (Education Code 37220)

New Year's Day January 1

Dr. Martin Luther King Jr. Day Third Monday in January or the Monday or Friday of the week in which January 15

Lincoln Day The Monday or Friday of the week in which February 12 occurs

Washington Day Third Monday in February

Memorial Day Last Monday in May

Juneteenth June 19th

Independence Day July 4

Labor Day First Monday in September

Veterans Day November 11

Thanksgiving Day The Thursday in November designated by the President

Christmas Day December 25

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Holidays which fall on a Sunday shall be observed the following Monday. Holidays which fall on a Saturday shall be observed the preceding Friday. If any of the above holidays occurs under federal law on a date different from that indicated above, the Board of Trustees may close the schools on the date recognized by federal law instead of on the date above. (Education Code 37220)

(cf. 6111 - School Calendar)

Commemorative Exercises

District schools shall hold exercises in accordance with law to commemorate the following special days: (Education Code 37220, 37221, 45460)

U.S. Constitution and Citizenship Day On or near September 17

Dr. Martin Luther King, Jr. Day The Friday before the day schools are closed for this holiday

Abraham Lincoln's Birthday The school day before the day schools are closed for this holiday

Susan B. Anthony Day February 15

George Washington's Birthday The Friday preceding the third Monday in February

Black American Day March 5

Conservation, Bird, and Arbor Day March 7

Classified Employee Week Third week in May

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Commemorative exercises shall be integrated into the regular educational program to the extent feasible.

(cf. 6142.94 - History-Social Science Instruction) (cf. 6142.3 - Civic Education)

Patriotic Exercises

Each school shall conduct patriotic exercises daily. These patriotic exercises shall consist of the reciting of the Pledge of Allegiance and may also include instruction that promotes understanding of the concepts of "pledge," "allegiance," "republic," and "indivisible" and understanding of the importance of the pledge as an expression of patriotism, love of country, and pride in the United States. (Education Code 52720, 52730)

At elementary schools, such exercises shall be conducted at the beginning of each school day. (Education Code 52720)

At secondary schools, such exercises shall be conducted during the homeroom period. Individuals may choose not to participate in the flag salute for personal reasons. Students not reciting the Pledge of Allegiance shall maintain a respectful silence.

Display of Flag

The flag of the United States and the flag of California shall be displayed during business hours at the entrance or on the grounds of every district school and on or near the district office. At all times, the national flag shall be placed in the position of first honor. (Government Code 431, 436; 4 USC 6)

When displayed on a building or on a flagstaff in the open, the national flag shall be displayed only from sunrise to sunset unless properly illuminated during the hours of darkness. The flag should not be displayed during inclement weather unless an all-weather flag is used. (4 USC 6)

The national flag shall fly at half-staff on the following occasions: (4 USC 7)

- 1. For 30 days from the death of the President or a former President
- 2. For 10 days from the death of the Vice President, the Chief Justice or a retired Chief Justice, or the Speaker of the House of Representatives
- 3. From the day of death until interment of an Associate Justice of the Supreme Court, a secretary of an executive or military department, former Vice President, or the Governor of a state
- 4. On the day of death and the following day for a Member of Congress
- 5. On Memorial Day, until noon only
- 6. On Peace Officers Memorial Day (May 15), unless it falls on Armed Forces Day
- 7. Upon a proclamation from the Governor in the event of the death of a present or former official of the state government or a member of the Armed Forces of the state who has died while serving on active duty
- 8. On other occasions, by order of the President and in accordance with presidential instructions or orders

Flags other than the United States of America and the State of California

A Flag is defined as a display representing a flag of distinct color and design used as a symbol, standard, signal, or emblem.

No flag other than the United States of America and State of California may be displayed on school grounds, including classrooms, unless it is a country, state, or United States military flag used solely for educational purposes within the adopted curriculum. Any other flag must be approved by the Superintendent or designee prior to displaying, if and only if, it is used for educational purposes and only during the related instructional period.

Flags of higher education institutions, school flags, pennants, and awards representing academic and extracurricular awards shall be permitted as part of the college and career program.

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Court Decision Johnson v. Poway Unified School Dist. (2011) 658 F.3d 954

<u>Court Decision</u> Khademi v. South Orange Community College Dist. (2002) 194 F.Supp.2d 1011

EXHIBIT 3

COLLECTIVE BARGAINING AGREEMENT BETWEEN

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

AND

TEMECULA VALLEY EDUCATORS ASSOCIATION, CTA/NEA

TERM OF CONTRACT:

JULY 1, 2021 - JUNE 30, 2024

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CONTRACT PREAMBLE

This is an Agreement made and entered into on July 1, 2021, between the Temecula Valley Unified School District (hereinafter referred to as "District") and the Temecula Valley Educators Association, CTA/NEA (hereinafter referred to as "Association").

ARTICLE 1: RECOGNITION

1.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the District, excluding substitute, management, supervisory, and confidential employees.

ARTICLE 2: UNIT RIGHTS

- 2.1 The Association and its representatives shall have the right to:
 - Use school mailboxes, e-mail and the District mail service to the extent authorized by law; such use shall be limited to communications by the Association with its unit members; the Association will provide the Superintendent with a copy of any such communication it feels may be of concern to the District;
 - 2.1.2 School Bulletin board space in designated areas to which bargaining unit members have access, for use by the association;
 - 2.1.3 Obtain from the District the names of all unit members and their assigned work site as soon as possible after the beginning of each school year; an updated list may be requested by the local Association chapter at the end of the first semester of each school year;
 - 2.1.4 Obtain from the District the names and addresses of all new unit members employed by the District, unless a new unit member requests in writing that the District not provide this information;
 - Use District facilities at reasonable times before and after duty hours, provided that prior approval is obtained according to District 'Use of Facilities' regulations, and;
 - 2.1.6 Transact official Association business on District property during non-duty hours, so long as the transaction of such business does not interfere with the educational process or a unit member's professional duties.
- 2.2 The District shall, within forty-five (45) days of ratification of this Agreement by both the Board of Education and the Association, prepare and post on the District's website, a copy of the text of the entire collective bargaining agreement as ratified.
- 2.3 The Association shall receive a copy of all adopted policies of the District Board of Education and a copy of all District Administration Regulations.
- 2.4 The Association will receive time off from duties for the processing of grievances past Level I of the grievance procedure, Article 16 herein, for unit members who are designated as unit representatives, subject to the following conditions:

- 2.4.1 By no later than two (2) days following the signing of the Agreement, the Association will designate in writing to the Superintendent three (3) unit members who may receive the release time;
- 2.4.2 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his/her immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and
- 2.4.3 That such time off shall be limited solely to representing a grievant in a conference with a management person beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
- 2.5 The District agrees to allow CTA workshops and conference attendance, up to thirty (30) days per year, for the Association President or designee, with costs of the substitute, if one is needed, borne by TVEA. Prior notice of intent to use these provisions shall be extended to the Superintendent, whose advance approval must be obtained.
- 2.6 The TVEA President shall be released from his or her regular duties to the District for the full term of this Agreement. That term shall commence on July 1, 1999.
 - 2.6.1 The President shall be paid in the usual manner as if he or she were a regular employee of the District and shall suffer no reduction in salary, step, fringe, or other benefits. The President shall also be guaranteed the right to return to the site occupied before taking office if said position is still available in the normal course of events.
 - The parties will mutually agree upon a job description of the duties to be done during the release time.
 - 2.6.2 The District will pay for up to \$100,000 of the cost of the TVEA President's salary, health and welfare benefits and statutory costs.
 - For costs exceeding \$100,000, TVEA will be invoiced in ten (10) monthly payments, September through June, and will pay within thirty (30) days. A charge of 1½ % per month will be assessed on late unpaid balances.

ARTICLE 3: 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.
 - 3.1.1 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 time 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 allocations; determine the methods of raising revenue; contract out work; and take action on 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 this Agreement, and then only to the extent such specific and express terms are in conformance with 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 emergencies such as national, state, or county declared emergencies and natural disasters for the duration of such emergencies.

ARTICLE 4: ORGANIZATIONAL MEMBERSHIP

- Association, CTA/NEA, shall be delivered to and maintained by the Association. The Association shall be responsible for notifying the District of unit members' authorization to deduct unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for the ten (10) months September through June. During the months September through June inclusive, any new, canceled or changed authorizations for payroll deductions submitted to the District prior to and including the 15th day of the month shall be applied to that month's pay warrant. Authorizations received after the 15th day of the month shall take effect in the following month. Any authorizations received after the 15th day of the month in June or during the months of July and August shall take effect in September.
- 4.2 Employee requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed.
- 4.3 With respect to all sums deducted by the District pursuant to Section 4.1 above, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members including employee identification numbers for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. When dues monies are remitted to the Association and separately to CTA, the District shall notify the Association as in the manner described above for both parties including the amounts remitted to each.
- 4.4 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.3 of this Article.
 - 4.4.1 The Temecula Valley Educators Association shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney

fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. The Temecula Valley Educators Association shall bear all costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.

- 4.4.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.4.1 above shall or shall not be compromised, resisted, defended, tried or appealed.
- 4.5 The Association's decision thereon shall be final and binding upon all Parties protected by Section 4.4. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.
- 4.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.5 of this Article.
 - 4.6.1 The Temecula Valley Educators Association shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. The Temecula Valley Educators Association shall bear all costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.
 - 4.6.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.6.1 above shall or shall not be compromised, resisted, defended, tried or appealed.
- 4.7 The Association's decision thereon shall be final and binding upon all Parties protected by Section 4.6. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

4.8 NEW EMPLOYEE ORIENTATIONS

4.8.1 Annual Orientation

The District shall provide written notice of the date, time and location of its annual bargaining unit member orientation by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting.

The Association shall be provided sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the annual new bargaining unit member orientations/onboarding meetings.

The Association will have access to District audio visual equipment for Association presentations.

4.8.2 Ongoing Orientations

The District will provide the Association President (or designee--funded through TVEA) with as much notice as practicable in advance of ongoing orientations that occur throughout the year.

The Association President (or designee—funded through TVEA), who is released from duty pursuant to Article 2 of the Collective Bargaining Agreement, may attend the ongoing new hire orientation and speak with members for thirty (30) minutes.

4.9 EMPLOYEE INFORMATION

- 4.9.1 The following new bargaining unit member information shall be delivered to the Association president in an Excel file and hard copy, sorted by seniority date, no later than 30 days after the date of hire:
 - 1. Name
 - 2. Home Address
 - 3. Phone Numbers work, home and cellular
 - 4. Personal (non-District) Email Addresses
 - 5. Work Site
 - 6. Grade Level/Assignment
 - 7. Date of Hire
 - 8. Seniority Date
 - 9. Full Time Equivalent (FTE) status
 - 10. Position Description
 - 11. Employee ID
- 4.9.2 In addition, by September 1st, January 1st, and May 1st of each school year, District shall deliver to the Association president the following information in an Excel file and hard copy, for all bargaining unit members:
 - 1. Name
 - 2. Home Address
 - 3. Phone Numbers work, home and cellular
 - 4. Personal (non-District) Email Addresses
 - 5. Work Site
 - 6. Grade Level/Assignment
 - 7. Date of Hire

- 8. Seniority Date
- 9. Full Time Equivalent (FTE) status
- 10. Position Description
- 11. Employee ID
- 12. An indication of any Unit Members on Leave of Absence
- 13. An indication of whether the District is deducting dues for membership

ARTICLE 5: HOURS

- 5.1 The length of the unit member work day, including lunch and including relief periods and time required before and after school, shall not exceed seven (7) hours. Psychologists shall have a seven and one-half $(7\frac{1}{2})$ hour on-site work day.
 - 5.1.1 Unit members shall report for duty at their assigned work site at least thirty (30) minutes before the beginning of the instructional day, unless in doing so would exceed the seven (7) hour work day.
- 5.2 In addition to the time in Section 5.1, unit members are responsible for instructional and non-instructional duties such as:

Goal setting and Evaluation related meetings if unable to schedule within the contract day

Preparation for Instruction

Faculty and staff meetings

Parent and/or student conferences

Back-to-School Night

Open House

Graduation

Supervision and leadership of student organizations and activities to which a unit member has agreed

- 5.3 Administration may require unit members to attend beyond the contract day two (2) faculty meetings not to exceed two (2) hours every four (4) weeks. An agenda shall, whenever practical, be made available to unit members at least one (1) day in advance so unit members may place items on the agenda.
- 5.4 Nothing in this Article limits the initiative on the part of the unit member to take whatever action he/she may consider necessary in the accomplishment of his/her duties as long as such action is not in violation of this agreement, Board Policy, or Administrative Regulations.
- 5.5 All unit members shall be entitled to a duty-free lunch period of at least thirty (30) minutes.
- Unit members teaching in grades six (6) through and including twelve (12) shall have one (1) class period per day to be utilized for preparation time, except on modified days. The period shall be the same length as a regular instructional period. The District reserves the right to assign duties, including classroom instructional duties, at any time during the work

day, other than the duty-free thirty (30) minute lunch period and assigned preparation time, as set forth herein.

- With the exception of the classes listed in Section 5.6.1.3, unit members teaching SDC or RSP in grades six (6) through and including twelve (12) shall have one (1) class period per day to be utilized for case management time in addition to preparation time, except on modified days. Unit members shall utilize this case management time to complete duties such as, but not limited to, student observation, small group instructional support, individual or small group student support, collaboration with other teachers regarding student progress, discussion of student services with outside resources, conducting and evaluating assessments, preparing IEP's, attendance at pre-staffing and IEP meetings, and/or communication of student progress with parents. Case management time and preparation time may be used interchangeably.
 - **5.6.1.1** In lieu of the case management period described in Section 5.6.1 above, unit members teaching the classes described in Section 5.6.1.3 shall receive eighteen (18) days of release to perform the functions delineated in Section 5.6.1, provided that those functions are applicable. The eighteen days are to be spread throughout the year as follows: two (2) days per month in August, September, October, November, January, February, April, May; one (1) day per month in December and March; and zero (0) days in June. Release days not used in their designated month will be forfeited.
 - **5.6.1.2** In addition to the release days provided in Section 5.6.1.1, the unit members teaching classes listed in Section 5.6.1.3 shall receive an annual stipend in an amount of \$1,500.
 - **5.6.1.3** Sections 5.6.1.1 and 5.6.1.2 apply to teachers of the following classes
 - SDC BRIDGE classes
 - SDC Severely Handicapped classes
 - SDC STEPSS classes
 - SDC Emotionally Disturbed classes
 - SDC Severely Handicapped/Moderately Handicapped classes
 - SDC Medically Fragile classes
 - SDC BRIDGE Adult classes
 - SDC LEAPS Adult classes

Changes or additions to this list shall be mutually agreed upon by the District and Association.

5.7 Unit members teaching in grades Kindergarten through and including fifth (5th) shall have one hundred fifty (150) minutes per week to be utilized for preparation time. These minutes may be reduced in number if prep minutes fall on a non-student or modified day, or due to an unforeseeable circumstance, such as, but not limited to, inability to secure substitute coverage, fire/earthquake drills, building evacuation, etc.

- 5.7.1 Kindergarten teachers shall be assigned by the site administrator to assist other K-3 teachers for ninety (90) minutes per day; a minimum of forty five (45) of these minutes per day shall be assigned in a Kindergarten classroom.
- 5.8 In preparing the initial master schedule, the Administration shall consider employing full-time unit members before considering offering extra period assignments to current unit members.
 - 5.8.1 A unit member teaching an extra period assignment will earn an additional 20% of his/her per diem rate.
- 5.9 Unit members shall not be required to substitute except in the event of an emergency. If a unit member does substitute, he/she will be paid at the per diem hourly rate, multiplied by the actual time worked and rounded up to the nearest fifteen (15) minute increment, or receive compensation time for the actual time worked.
 - 5.9.1 Temporary Expanded Class (TEC) Compensation

Unit members teaching TK-5 shall not be required to take on additional students for another unit member except in the event that a substitute cannot be secured. In the event a unit member in TK-5 is temporarily assigned students which causes a unit member's enrollment to exceed the highest enrolled classroom roster in the assigned grade at the site, the unit member will be compensated accordingly (using Appendix N).

<u>Full Day TEC Rate</u> - \$8.00 per student rate if students are in attendance in class greater than three (3) hours.

<u>Half Day TEC Rate</u> - \$4.00 per student rate if students are in attendance in class less than or equal to three (3) hours (See Appendix N).

5.10 ELEMENTARY PREPARATION TIME

- 5.10.1 Unit members in grades 1-5 shall use modified days as preparation time for individual and team planning, except for the modified days designated for K-8 parent conferences. The modified day time shall not be used for school-wide or District-wide planning, training or committees unless 2/3 majority of the school staff supports this time usage.
- As a result of serving assigned supervisory duties, each unit member of grades 1-5 shall be accorded two professional release days per year for purposes of planning and preparation. These days shall be scheduled by each unit member with the principal. The unit member shall submit to the principal a plan for the use of the professional release day. Professional release days for individual unit members shall be scheduled by the principal to assure that no detriment to the school program occurs (e.g. too many subs on campus, holiday or weekend extensions, or special needs at the site), (Appendix L).
- 5.11 For the purpose of this article, a single teaching assignment preparation for unit members in grades 6-12, will be defined by the course title in the master schedule. If the unit member is directed by the administrator to teach two different curriculums in the same period, this then will constitute two teaching assignment preparations for this one period.

- 5.11.1 Middle school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon (using Appendix M) by the teacher and site administrator. Assignments to be excluded are EL, Interventions, Virtual School, PE, VAPA, and Special Education programs including SDC Concepts, BRIDGE, SH, STEPSS, ED/Behavior Class, and any other self-contained Special Education classrooms.
- 5.11.2 High school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon (using Appendix M) by the teacher and site administrator. Assignments to be excluded are Career Tech, EL, Interventions, Virtual School, Independent Study, Adult School, PE, ROTC, VAPA, and Special Education programs including BRIDGE, SH, STEPSS, ED/Behavior Class, and Adult Transition classes, and any other self-contained Special Education classrooms.
- 5.12 Each site will have school-wide intervention program(s) to be approved by 60% of the bargaining unit members that submit a ballot. TVEA and the site administrator will conduct the vote.
- 5.13 Unit members will have input for preps or assignments for the following year.

ARTICLE 6: YEAR-ROUND-EDUCATION - SUSPENDED

ARTICLE 7: COMPENSATION AND BENEFITS

7.1 COMPENSATION - SALARY AND STIPENDS

- 7.1.1 Effective July 1, 2021, the District shall increase the salary schedule as follows: All cells shall be increased by 4.3%, with the exception of Column D, Step 25, which shall be increased by 5.0%.
 - Effective July 1, 2022, the District shall increase the salary schedule as follows: All cells shall be increased by 6.26%. Each longevity/professional growth increment shall be increased by 1%.
- 7.1.2 The Extra Duty Stipend Schedule, Appendix C-1 shall be amended to reflect any changes made to Appendices B-1, B-3, B-4, B-5 and B-8. Any CIF sanctioned and TVUSD Board of Trustees approved sports teams requiring coaches will be automatically included on the Extra Duty Stipend Schedule, Appendix C-1 or C-2. Effective November 15, 2021, the Staff/Curriculum Development rate shall be increased from \$39.00 per hour to \$50.00 per hour and the Class Overage rate shall be increased from \$2.25 to \$3.00.
 - **7.1.2.1** The stipend and extra-duty percentages referenced in Appendix C-1 and C-2, shall be calculated based on the Stipend/Extra Duty Base, which will be indexed to applicable future compensation increases. Effective July 1, 2022, the Stipend/Extra Duty Base shall be \$57,630.
- 7.1.3 Unit members will be paid twelfthly.

- **7.1.4** Special Education unit members referenced in Section 5.6.1.3 shall receive an annual stipend in the amount of \$1,500 to be paid twelfthly in accordance with Section 5.6.1.2.
- 7.1.5 The District and the Association negotiations teams shall form an Ad-Hoc Budget Committee. The Committee will collaborate in an effort to reach consensus regarding a recommendation for compensation to the Association and District negotiation teams. In order to achieve this goal, the Committee shall collaboratively analyze the budget. The result of the Committee meetings will be reported to the negotiations teams irrespective of whether consensus is reached. The Committee will adopt and amend by-laws that govern their committee.

7.2 HEALTH AND WELFARE BENEFITS

- **7.2.1** Effective October 1, 2021, the District contribution limit to the cost of medical, dental and vision insurance premiums per each eligible, full-time unit member and his/her dependents shall be \$887.25 per month (twelfthly). For the 2021-2022 plan year, the District contribution limit shall be \$10,557.
 - Effective October 1, 2022, the District contribution limit to the cost of medical, dental and vision insurance premiums per each eligible, full-time unit member and his/her dependents shall be \$937.25 per month (twelfthly). For the 2022-2023 plan year, the District contribution limit shall be \$11,247. Payment of any additional medical, dental or vision insurance premium costs shall be paid by the individual unit member (Appendix B-6).
- 7.2.2 All rebates from the District JPA shall be applied directly to reduce the cost of Health and Welfare Benefits.
- 7.2.3 The District shall establish an Insurance Advisory Committee (IAC) for the purpose of researching available options and cost economies to maximize plan benefits and minimize premium costs to the District and employee participants. TVEA will appoint five (5) members to the IAC. The District shall provide the IAC and TVEA with relevant data within a reasonable time of the request concerning the health and welfare costs, experience, and plan expenses.
 - The IAC shall meet as needed. It shall solicit proposals and estimates, study costs of providing insurance coverage and usage by District employees, and shall make recommendations to their respective employee units.
- 7.2.4 If, through the IAC and negotiations process, there are changes to the health insurance plans with the current carrier, the parties must complete negotiations and provide notification to the District at least seventy-five (75) calendar days before the coverage start date. In the event that plan change negotiations are not completed within the seventy-five (75) calendar day deadline, the parties may mutually agree to have a negotiations subcommittee, comprised of at least one (1) District and one (1) TVEA representative, meet to determine if a separate agreement can be reached.

In the event of a carrier change, negotiations must be completed and provide notification to the District at least ninety (90) calendar days in advance of the

start date for the health plans of the new carrier. These notification timelines are intended to provide employees, at a minimum, a two week open enrollment period.

7.3 LIFE INSURANCE COVERAGE (STANDARD INSURANCE CO)

The District shall pay the premium for term life insurance in the amount of \$25,000 for the employee only.

7.4 DEATH BENEFIT

In the event of the death of a unit member, the surviving spouse and/or dependent children shall be eligible to receive fully paid health, vision, and dental benefits for six (6) months.

7.5 RETIREE HEALTH AND WELFARE BENEFITS

To qualify for this benefit, a retiring bargaining unit member must be at least fifty-five (55) years of age, and have fifteen (15) years of full-time service in the District as of the date of retirement. Partial years of service may be counted to reach fifteen years of full time service. For example, two years at 50% service will amount to one year of full time service. The retiring bargaining unit member must have participated in H&W insurance for the past 10 years with the District. Further, the retiring bargaining unit member must submit his/her letter of retirement no later than February 15th of the school year that he/she retires, and the retirement must be effective at the end of that school year.

The retiree benefit paid by the District shall not exceed the cost of the lowest active HMO medical premium at the time of retirement; however, in no event shall the benefit exceed the District's health and welfare contribution limit for each bargaining unit member. The retiree benefit shall only be applied towards the purchase of a health and welfare benefits package (including health, dental and vision). The benefit shall be paid for the lesser of five (5) years or until the retiree attains Medicare age eligibility (i.e. 65 years of age).

For those eligible retirees who wish to extend medical coverage beyond five (5) years in order to reach Medicare eligibility, they may do so at their own cost. For those eligible retirees who wish to include an eligible family member in their plan, they may do so at their own cost. For those eligible retirees who wish to purchase a plan that costs in excess of the lowest HMO medical premium at the time of retirement, they may do so with the excess cost absorbed by the retiree.

In the event of the death of the retiree during the retirement benefit coverage period, any surviving eligible spouse or dependent may continue to participate in the health coverage plan in accordance with and subject to applicable law, with the entire cost of the coverage incurred by the surviving eligible spouse or dependent.

If a financial contribution from the retiree is required in order to maintain benefits during the retiree health and welfare benefit period, it is expected that the payments will be made on time. Payments not received on or before the due date in the office of Risk Management will be considered late. Should a retiree twice be late in paying his/her contribution, he/she will be required to deposit six months of contributions ahead of time. Should a retiree three times be late in paying his/her contributions, he/she will be dropped from coverage and no further benefits will be made available.

For any bargaining unit member who retires under this program and whose spouse remains employed by the District, the retiree may be carried on the spouse's medical plan. There would no longer be the "dual spouse discount" offered by the District, but the retiree could opt to use the cash equivalent of the lowest cost HMO to lower the cost of the active spouse's monthly premium(s) for a period of no more than five (5) years or until the unit member attains Medicare age eligibility (i.e. 65 years of age), whichever comes first. In the alternative, the retired employee could elect to wait to begin the Bridge Program as long as he/she is continuously covered under the employed spouses' medical insurance, until both spouses have retired in order to put the costs toward their retirement premium(s). The retiree would have no more than five (5) years from the retirement date to activate this option and the benefit lasts for a period of no more than five (5) years or until the unit member attains Medicare age eligibility (no more than 65 years of age), whichever comes first.

7.5.1 Unit members who would otherwise qualify for the Retiree Health and Welfare Benefits referred to in Article 7.5 of the CBA during the school year, but for their ability to complete a full school year due to unforeseen medical circumstances documented by a medical provider, and who are subject to placement on the 39-month rehire list, may elect to retire prior to the end of the school year and be deemed eligible for Bridge Medical. In these limited instances, the retiring unit member must submit his/her retirement notification within ten (10) days of his/her placement on the 39-month rehire list. The retiring unit member must also enroll in the District's retiree Health and Welfare Benefits plan and make the full monthly H&W premium payments until June 30. All other conditions of this benefit will be in accordance with Article 7.5.

ARTICLE 8: REIMBURSEMENTS

- 8.1 Unit members who may be required to use their own automobiles in the performance of their duties and unit members who are assigned to more than one school a day shall be reimbursed for all such travel at the standard IRS computation rate.
- **8.2** Unit members who may be requested to use their personal cars for field trips or other business of the District shall receive the benefits provided in 8.1 above.

ARTICLE 9: PROFESSIONAL GROWTH AND DEVELOPMENT PLAN

9.1 GOAL

9.1.1 To promote individual development of unit members, recognizing that each person must continue to grow professionally in order to achieve success and security in his/her position.

9.2 ADMINISTRATION

9.2.1 Forms - The unit member wishing to take courses for salary advancement shall use the District form (Appendix F) submitting it to his/her administrator and then forwarding to HRD for final approval.

- 9.2.2 If approval is denied, it may be appealed through a Professional Growth Committee consisting of the following: One (1) administrator, President of the Temecula Valley Educator's Association, one (1) elementary unit member, one (1) middle school unit member and one (1) high school unit member.
- **9.2.3** A majority vote of the unit members (2 out of 3) will carry with the administration.
- **9.2.4** The committee will meet as necessary after school.

9.3 DESCRIPTION OF THE PROGRAM

- **9.3.1** Courses taken for salary advancement shall be college work taken from an accredited institution. A grade of C or higher, or its equivalent (Pass), must be earned for course work to count toward salary advancement.
- 9.3.2 Courses taken for salary advancement must relate to the education of the students of the District, recognizing that expanding a unit member's area of expertise will benefit the student body. Courses taken may include:
 - **9.3.2.1** Content Areas should include all subjects taught in the District or being considered for inclusion in the District curriculum.
 - **9.3.2.2 Enrichment Areas** should include courses in subject areas taught within the District as enrichment and/or elective classes, or subjects that could be considered for future curriculum enrichment.
 - **9.3.2.3 Methodological Areas** should include courses in teaching techniques, motivation, classroom management, school and District administration, etc.
 - **9.3.2.4 Effective Areas Of Interpersonal Relations** of students and faculty, pupil growth and development, staff communication, problem solving, decision making, etc.
 - 9.3.2.5 Six (6) of the required fifteen (15) units needed for column advancement must be taken from the following course content areas: Reading Strategies, Math, Technology, CLAD/SDAIE/BCLAD, Writing (Writing Strategies), Teaching Special Needs Students, Classroom Management and content specific to teaching assignment.
- **9.3.3** Prior approval from the site level administrator shall be obtained for all units, which apply to advancement.
- **9.3.4** The official date of eligibility for salary increase shall be the date verified transcripts or official grade reports are received by the Human Resources Development Office. These documents shall determine college course unit verification.

A certificated employee who qualifies for a salary increase shall be paid the increased salary no later than three (3) pay periods or three (3) months, whichever is longer, after the employee files proper documentation required for the salary increase. Interest will be applied per Ed. Code 45048 if the District does not meet payment timelines.

- **9.3.5** In the event that doubt as to the acceptability of a particular course arises, approval from the Human Resources Development Office should be obtained prior to class enrollment.
- 9.3.6 Employees may, but are not required to, submit a request for approval of an entire program; i.e., a master's program, or a program for a particular credential. The request must list and have approved each course in the program. Any changes in the program courses must be resubmitted for approval to the Human Resources Development Office.

9.4 **LONGEVITY**

- 9.4.1 Column F of the Certificated Salary Schedule shall include longevity steps for unit members upon completion of fifteen (15), eighteen (18), twenty-one (21), and twenty-four (24) years of full-time teaching. Such members shall be granted longevity increments at the beginning of their sixteen (16), nineteen (19), twenty-two (22), and twenty-five (25) years of credentialed experience and providing they meet the following criteria:
 - 9.4.1.1 A minimum of 50% of years of experience (that is, the completion of eight (8), nine-and-a-half (9.5), eleven (11), and twelve-and-a-half (12.5) years respectively) shall have been earned in the Temecula Valley Unified School District or its predecessor District: Temecula Union School District or the Elsinore Union High School District.
 - **9.4.1.2** The minimum years of TVUSD service outlined in Section 9.4.1.1 shall not be applicable for Speech and Language Pathologists.
- 9.4.2 Unit members shall complete Longevity form H-1 to receive their longevity step at Step 16, Step 19, Step 22, and Step 25 (when applicable).
 - 9.4.2.1 The District shall send out a reminder notification to all unit members on step/column F13-F22 by March 1st each school year. The purpose of the notification is to inform unit members of their potential eligibility for longevity. This notification will include the member's hire date and the criteria necessary to qualify and apply for longevity as listed in Section 9.4.2.
 - Every effort will be made by the District to notify all unit members on step/column F13-F22, however it is ultimately the unit member's responsibility to monitor his/her longevity progress. The process described in Section 9.4.2.1 is non-grievable.
 - 9.4.2.2 A certificated employee who qualifies for longevity advancement shall be paid the increased salary not later than three (3) pay periods or three (3) months, whichever is longer, after the employee files proper documentation required for the salary increase. Interest will be applied per Ed. Code 45048 if the District does not meet payment timelines.
- **9.4.3** Longevity/professional growth increments between Step 16 and Step 22 shall be compensated at the rate of 4.85% above the previous step. Step 16, then, shall

be F/13 + 4.85%, Step 19 shall be Step 16 + 4.85%, Step 22 shall be Step 19 + 4.85%, and Step 25 shall be Step 22 + 5.55%.

With exception of Appendix B-9, any reference to Column F in Article 9: Professional Growth and Development Plan, will be amended to reflect Column D.

ARTICLE 10: LEAVE

ILLNESS/MEDICAL LEAVE

10.1 PERSONAL ILLNESS AND INJURY

- 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 receive a prorated amount of the ten (10) days, based upon the number of hours that they actually work. If, in the opinion of management, it appears that there is an abuse of this section, it is agreed that the District may take whatever it considers reasonable action to verify the unit member's illness.
- 10.1.2 If a unit member does not utilize the full amount of leave as authorized in 10.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 10.1.3 Whenever possible, a unit member must contact the substitute caller as soon as the need to be absent is known, but in no event less than one (1) hour prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice shall be grounds for denial of leave with pay or other disciplinary action.
- 10.1.4 A unit member's reported absence shall be deducted hour-for-hour from sick leave.
- 10.1.5 A unit member shall not have a substitute assigned for an additional day(s) unless he/she calls the Substitute Finder System indicating an extension of an absence. In addition, a unit member shall call his/her District site of employment one (1) hour prior to the close of the school day on the day of absence to request the same substitute for an additional day(s) of absence.
- Extension of paid leave for adoption, personal necessity, or Family Care Emergency may be requested in writing, pending accrued sick leave availability, by the unit member from Human Resources Development and approved on a case by case basis.

10.2 EXTENDED ILLNESS AND INJURY

After all earned leave as set forth in Section 10.1 is exhausted, additional non-accumulated leave shall be available, for a period not to exceed five (5) school months, provided that the following provisions are met.

- 10.2.1.1 District management may require a unit member 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 five (5) consecutive days.
- 10.2.1.2 The District may require a certified medical specialist 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.
- 10.2.1.3 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 unit member, may refuse to grant such leave.
- 10.2.1.4 If requested by the District management, a unit member shall not return to work until he submits a medical doctor's authorization to return to work.
- 10.2.1.5 The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.

10.3 INDUSTRIAL ACCIDENT

- 10.3.1 Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provisions of the State Compensation Insurance Fund.
- 10.3.2 Such leave shall not exceed sixty (60) days during which the schools of the District are 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.
- 10.3.3 The District has the right to have the unit member 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.
- 10.3.4 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 State Compensation Insurance Fund 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.
- 10.3.5 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.

FAMILY CARE RELATED LEAVE

10.4 ILLNESS – FAMILY MEMBER

Unit members shall be entitled to use accrued sick leave to care for sick/ill family members. In the event that the unit member claiming Illness-Family Care leave has exhausted his/her accrued sick leave, the member will be docked his/her per diem for each absence.

For the purposes of this provision, family member is defined as:

- (1) A child, which for purposes of this section means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- (2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (3) A spouse.
- (4) A registered domestic partner.
- (5) A grandparent.
- (6) A grandchild.
- (7) A sibling.

10.5 PAID PARENTAL (CHILD BONDING) LEAVE

This section shall remain in effect as long as Education Code section 44977.5, as it is currently comprised, remains in effect. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.

Unit members shall use current and accumulated sick leave for parental leave, for up to 12 workweeks. When a unit member with at least one year of District service has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to difference pay for the remainder of the 12-week leave.

If the eligible unit member's need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.

Parental leave must be used within 12 months following the birth or placement of the child. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for leave under this section of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

Parental leave under this section runs concurrently with parental (child bonding) leave

under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

Should Education Code section 44977.5 be changed, the parties shall, within 30 days, meet and negotiate changes to this article to conform with the legislative changes.

- 10.5.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and child rearing.
- The unit member shall request such leave as soon as practicable, but under no circumstances less than twenty (20) working days prior to the date on which the leave is to begin. Such requests shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 10.5.3 The determination as to the date upon which the leave shall begin and the duration of such leave shall be made at the discretion of the District when considering the scheduling and replacement problems of the District, but in no case shall such leave be granted for more than twelve (12) consecutive months. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction-in-force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.
- 10.5.5 If a unit member is on leave for child bearing 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 to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

10.6 PREGNANCY DISABILITY

- Unit members are entitled to use sick leave as set forth in Sections 10.1 and 10.5 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. 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 a physical examination of the employee by a physician appointed by the District.
- Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Sections 10.1.1 and 10.2, and 10.5 has been exhausted. 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.

10.6.3 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.

10.7 FAMILY CARE LEAVE

- In accordance with law, the District shall grant family care leave to eligible unit members, without discrimination, when such leave does not constitute an undue hardship upon District operations. Unit members who are granted such leave shall be employed in the same or a comparable position upon returning from family care leave.
- 10.7.2 The District shall not be required to pay an eligible unit member during the period of any family care leave. A unit member shall not use sick leave during the period of any family care leave unless mutually agreed to by the District and the unit member.
- 10.7.3 If the eligible unit member's need for family care leave is foreseeable, he/she shall provide the District with reasonable notice of the need for the leave.
- 10.7.4 If the eligible unit member's need for family care leave is foreseeable due to a planned medical treatment or supervision, he/she shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District, subject to the approval of the health care provider of the individual requiring the treatment or supervision.
- An eligible unit member's request for family care leave to care for a child, a spouse, or a parent who has a serious health condition must be supported by a certification issued by the health care provider of the individual requiring care. The certification shall include the information set forth in subsection (i) (1) (A-D) of Government Code Section 12945.2. Upon expiration of the time estimated by the health care provider believes the employee needs to care for the individual requiring care, the unit member must immediately return to work.
- 10.7.6 Leave Provisions, including, but not limited to, Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), shall be in accordance with Federal and State Law. Where differences between Federal and State provisions occur, the eligible unit member may request the more beneficial of the two.

NON-MEDICAL LEAVE

10.8 PERSONAL BUSINESS

A unit member may elect to use up to ten (10) days in a school year as Personal Business Leave. Administrative approval is only required if that leave extends a holiday or vacation period, and a unit member shall complete a form when making this request. Unit members shall be docked their per diem rate for any days taken in excess of ten (10) Personal Business days in the same school year.

10.9 BEREAVEMENT

- A unit member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if travel of more than 300 miles from home is required, without loss of salary on account of the death of any member of his/her immediate family. Bereavement days are not deducted from sick leave account.
- 10.9.2 For purposes of this provision, an employee, spouse, or registered domestic partner of the employee's immediate family member shall be limited to:
 - Mother
 - Father
 - Grandmother
 - Grandfather
 - Grandchild
 - Sister
 - Brother
 - Daughter
 - Daughter-in-law
 - Son
 - Son-in-law
 - Any step-family member referenced in this article, or
 - Any relative living in the immediate household

10.10 JUDICIAL

10.10.1 Unit members will be provided leave for regularly called jury duty and to appear in court when called as a witness due to his/her employment with the District.

10.11 OTHER LEAVE WITHOUT PAY

10.11.1 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 not more than one (1) school year for the following purposes: Peace Corps; care for a member of the immediate family who is ill; long-term illness of the unit member; service in an elected public office; professional study or research; or for personal reasons. The employee may request the option to purchase all fringe benefits while on leave without pay pursuant to this section.

Any unit member on leave may ask to take an additional year of leave. Each request is subject to the same process in place for the granting of leaves of absences.

The application for and granting of such leaves of absence shall be in writing. (Appendix G-3). In addition, a unit member on such leave shall notify the District Human Resources Development Office by March 1st of the school year as to intent to return to employment in the District. Failure to so notify will be considered an abandonment of position.

10.12 LEAVE VERIFICATION

10.12.1 Whenever there is a reason to question the validity of a request for paid leave, the District may require a unit member to provide a personal affidavit, doctor's certificate or other documentation on District approved forms, as verification of the unit member's request for paid leave.

ARTICLE 11: CLASS SIZE

- 11.1 The District and Association recognize that classes at all levels are comprised of diverse student populations. The District will consider these diverse student populations, support staff, as well as teacher credentials, authorizations, and equitability in workload when creating master schedules and student rosters.
- 11.2 The maximum number of students per class, including mainstreamed special education students are:
 - TK, K, 1, 2, and 3 will adhere to Grade Span Adjustment (GSA) requirements contingent upon continued state funding.

4-5*	32
6	34
7-8	36
Middle School PE	60

^{*}Non enrolled students, including mainstreamed students shall be counted in accordance with Appendix P.

- Excluded from these class maximums listed above in 11.2 are activity classes such as drama, band, chorus, Elementary physical education and VAPA.
- 11.2.2 The maximum daily student classroom contact for high school teachers shall not exceed 185 students except as provided in this Agreement.
 - 11.2.2.1 Only students on a teacher's roster shall be included in the daily student classroom contacts. Teacher Assistants (TA's) shall not be included in the teacher's total daily student classroom contacts.
 - 11.2.2.2 Assignments to be excluded are Career Tech, EL, Interventions, PE, ROTC and VAPA, Leadership, Team Sports.
 - Teachers shall have a maximum student contact prorated to their current Full-Time Equivalency as follows:

Full Time Equivalent	Maximum Daily Student Classroom Contacts
20%	37
40%	74
60%	111
80%	148
100%	185
120%	222

- 11.2.2.4 The maximum daily student classroom contact may exceed 185 students during the first 20 days of each semester.
- 11.2.2.5 In the event that any individual teachers total daily student classroom contacts exceeds 185 students or the appropriate prorated equivalency after the 20th day of each semester, site administration shall implement a resolution.
- 11.2.2.6 Potential resolution may include, but is not limited to:
 - 1. Mutual agreement between administrator and teacher to exceed daily student classroom contacts.
 - 2. Reassignment or rescheduling of students and/or staff.
 - 3. Hiring of additional staff.
 - 4. Teachers will receive \$3.00 per day for each student exceeding the maximum daily student classroom contacts.
- 11.3 After the 20 day grace period at the start of each semester within five (5) days of exceeding the class size maximums in Section 11.2 and the maximum daily classroom contacts contained in Section 11.2.2, the site administrator will initiate action to reduce the numbers at or below the maximum.
- 11.4 General education class enrollment in grades 6 8 exceeding the class size limits set forth in Article 11 of the Collective Bargaining Agreement ("CBA") will be compensated as follows:
 - 11.4.1 <u>6th Grade</u> \$3.00 per section per day, per student for each day the section enrollment exceeds the limits set forth in Article 11. In no event shall the section enrollment exceed 36 students.
 - <u>7th and 8th Grade</u> \$3.00 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 38 students.
 - <u>6th 8th Grade Physical Education</u> \$3.00 per section per day, per student for each day the section enrollment exceeds the limits set forth Article 11. In no event shall the section enrollment exceed 62 students.
 - 11.4.2 When the placement of a student will cause a unit member's enrollment to exceed the class size maximums noted in Article 11.2 of the Collective Bargaining Agreement, when possible, site administrators will seek an available teacher volunteer, based on scheduling needs, before placing each student who exceeds the class size maximums in 11.2 of the CBA. An attempt will be made to place students in an equitable manner.
 - **11.4.3** In grades 6, 7, and 8, the per-pupil compensation noted in this agreement shall not be applicable to activity classes listed in Article 11.2.1 and Advisement classes.
 - 11.4.4 It is expressly understood that the placement of the additional students noted in this agreement may cause class sizes at the same site, grade level, and department to be unbalanced. Additional students will remain enrolled in current classes regardless of student drops.

- 11.4.5 Enrollment in grades 6, 7, and 8 may exceed the maximums noted in Article 11.2 during the first 20 days of each semester. The compensation noted in this agreement shall not apply until the grace periods referenced in Article 11 have expired, except in instances when a section's enrollment at the end of the first semester exceeded Article 11 class size limits and the same students are enrolled in a new section at the start of the second semester. In this case, the per day, per student compensation would be applicable on the first day of second semester.
- 11.4.6 It is the intent of the District to provide compensation in accordance with this section to eligible unit members in their monthly paychecks. Monthly payment will be contingent upon the completion and submission of all required paperwork by the school site to Fiscal Services by the 15th of each month. Prior to the submission of this data, teachers will be required to verify monthly enrollment. Failure to meet the monthly 15th deadline will result in eligible compensation being paid the following month. Payroll will not issue separate checks for this compensation, for any reason.
- 11.5 The District shall make a reasonable effort to balance elementary class sizes at the same site and grade level.
- 11.6 The District shall assist site administration to evaluate and problem solve high school counselor caseload issues.
- 11.7 The District shall assist site administration to evaluate and problem solve special education caseload issues.
- 11.8 Each school site shall post the class size by individual classes each Friday starting with the third Friday of the site's new attendance year. The posting will be in an area where all teachers may view. A copy will be provided to the Association each week.

ARTICLE 12: ASSIGNMENTS, TRANSFERS AND FILLING OF VACANCIES

12.1 **DEFINITION OF TERMS**

- **Assignment** An assignment is the work site, grade level, or subject area to which a unit member is employed to fulfill his/her contract duties.
- **Reassignment** A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another within the same school site. Example: roving, ELD, Bilingual, team houses, or GATE.
- **12.1.3 Voluntary Transfer** A voluntary transfer is the movement of a unit member from one work location to another work location by the unit member's choice.
- **12.1.4 Involuntary Transfer** An involuntary transfer is the movement of a unit member from one work location to another work location not by the unit member's choice.
- 12.1.5 Vacancy

- 12.1.5.1 At the end of a school year a vacancy is a position that becomes unfilled after preliminary assignments are made.
- 12.1.5.2 During the school year, a vacancy is a position that becomes unoccupied due to a resignation, retirement, death, etc., or any promotional or newly created position.

12.2 VACANCIES

12.2.1 The District shall post, at all work sites, a list of all vacancies, promotional positions and new positions, which occur during the school year and for the following school year, upon knowledge of the vacancies. The District shall make the list available to the Association.

The posted list shall contain the following:

- 12.2.1.1 For vacancies posted between September and March 31st, a closing date of at least five (5) working days after the posting date.
- **12.2.1.2** In instances where a unit member seeks a voluntary transfer, they must meet the qualifications:
- (a) Possession of appropriate credential or certification authorizing service in the subject area;
- (b) Satisfactory in most recent evaluation;
- (c) Academic program requirements (e.g. BCLAD, CLAD, SDAIE, GATE, AP, AVID, etc.);
- (d) Contracted stipend positions see Appendices C-1 and C-2 (Yearbook 6-8 and ASB 6-8);
- (e) Experience in assignment and/or credential.
- (f) Have completed at least one (1) full year of employment with the District, unless this provision is waived by mutual agreement between the unit member and the District.
- All voluntary transfer/reassignment requests shall be considered before the District interviews outside applicants. Outside applicants will not be contacted for an interview until after all eligible in-house applicants have been interviewed.
- 12.2.3 For vacancies posted between September and March 31st, no vacancy shall be filled until after the closing date.
- 12.2.4 To apply for vacancies between September and March 31st, unit members shall apply for posted vacancies through the District's online "Transfer" form, Appendix J. Unit members have the option to attach electronically an updated resume based upon recent training and/or experience.

12.3 VOLUNTARY TRANSFERS

12.3.1 Unit members who want to be considered for a voluntary transfer from April through August, inclusive, shall submit their intent to transfer using the District's online Transfer Form during the March Transfer Window set forth in section 12.3.1.1.

12.3.1.1 There will be one "Transfer Window" each school year. The window will be one (1) month long.

Prior to the opening of the March transfer window, the District and TVEA will notify unit members via email of the transfer window dates and provide a link to the online transfer forms.

The transfer window is as follows:

Transfer	Window	Window Closing	Transfer Request Effective
Window	Opening Date	Date	Dates
March	First CE Workday in March	First CE Workday in April	First CE Workday after Closing of the March Transfer Window

- 12.3.1.2 It is the responsibility of the employee requesting a transfer to submit his/her request utilizing the District's online transfer form by 5:00 p.m. on the posted closing date or the first workday in April. Transfer requests for April to August will not be accepted outside the transfer window. Unit members who miss the transfer window may apply for a posted position as an outside applicant and their application will be processed in the same manner as any other outside applicant.
- 12.3.1.3 Unit members who submit a transfer request during the transfer window will be considered for requested transfers only after the transfer window closes.
- 12.3.1.4 Unit members who submit transfer requests during the March transfer window will remain on the District Transfer List until September 1st of each year. The list shall be purged each September 1st. For positions posted from September 1st to the close of the March Transfer Window, unit members may submit a transfer request using Digital Appendix J for positions in accordance with sections 12.2 and 12.3 of the Collective Bargaining Agreement. The District shall post, five (5) working days after the posting date, at all work sites, a list of all vacancies, promotional positions and new positions, which occur during the school year and for the following school year, upon knowledge of the vacancies. The District shall make the list available to the Association.
- 12.3.1.5 The District shall maintain a list of all electronically submitted transfer requests and shall share this list with the Association President following the close of the March transfer window. Site administration will receive access to the names of candidates interviewing for positions only.
- 12.3.1.6 When an opening exists, the District will review all requests for transfer on the District Transfer List and interview all qualified unit members who have requested consideration for the specific site and

- position. The District shall make every effort to provide applicants with a status update within five (5) days of the interview.
- 12.3.1.7 If there are five (5) or fewer internal applicants for a position, the District shall conduct individual interviews. Reasonable effort shall be made to hold interviews outside of the work day.
- **12.3.1.8** Voluntary transfer/placement shall be based upon the following non-ordered criteria:
 - (a) Interview;
 - (b) Program Requirements;
 - (c) Experience in assignment and/or Credential.
- 12.3.1.9 Finalists may be observed provided all finalists are observed. Finalists observed by the interviewing administrator within the last two (2) years may be exempt from this observation.
- A voluntary transfer may be denied if a unit member is working under an Assistance Plan/Improvement Plan, is a "referred teacher" in the PAR program, or does not have the proper certification to instruct English Learners at the time of interviewing for the position.
 - **12.3.2.1** A unit member who meets qualification criteria 12.2.1.2 shall be granted an interview for any position for which he/she has submitted a transfer request.
 - 12.3.2.2 In the event a vacancy occurs for specialist positions, such as but not limited to Language Arts Specialists, Supplemental Support Specialist, Math Specialist, etc., or for positions that are not on the current year's Voluntary Transfer Forms, unit members will be informed of its posting via email. Unit members shall apply for posted vacancies using a position specific Digital Appendix J. The position will close five (5) working days after the posting date.
 - 12.3.2.3 The District reserves the right to utilize a Candidate Pool hiring model. In these situations, the District maintains a list of outside applicants for more commonly filled positions. In the event a member is not on the current year's Voluntary Transfer List and wants to apply for transfer during the time that the District is using the Outside Candidate Pool model, that member shall not be required to participate in a "screening only" interview.
 - 12.3.2.3.1 Inside transfer candidates who interviewed and were not selected for a position after the closing of the March transfer window, prior to the summer recess, shall be considered for future positions at the same site, without an additional interview, prior to the District considering outside pool candidates. This paragraph shall apply to the time period between April 1 and September 1 of each school year.
- 12.3.3 In the event that a particular site has an employee working less than full-time (e.g. a partial assignment or job share), the District may increase the employee

up to a full time assignment without interviewing transfer applicants, provided both the employee and site administrator agree with the increase. Additionally, if an employee splits time between more than one site, the employee may, upon mutual agreement with the site administrator, be placed in up to a full-time assignment at one of the sites without the need for the site to interview transfer candidates. This provision may not be used to increase an employee's assignment beyond a 1.0 FTE.

- 12.3.4 If a unit member's request for a voluntary transfer is denied, the unit member shall, upon request, be provided a written explanation for the denial by the Superintendent or designee.
- 12.3.5 In no case may a unit member "bump" another unit member in the school or District in order to acquire a particular assignment.
- 12.3.6 When downsizing and/or opening a new school, the District will elicit voluntary transfers first.

12.4 INVOLUNTARY TRANSFERS

- 12.4.1 Reasons for Involuntary transfers of unit members may include, but are not limited to, the following:
 - 12.4.1.1 A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article 11: Class Size; elimination and/or addition or change of program(s) and/or funding; boundary changes; or school openings.
- 12.4.2 No unit member shall be involuntarily transferred as a result of disciplinary action or for negative evaluations, received within the past school year, except as provided in 12.4.6.
- 12.4.3 The District will not displace other unit members in order to implement an involuntary transfer.
- When an involuntary transfer is necessary and all other qualifications (see 12.2.1.2) are equal, District seniority shall prevail when determining which unit member is subject to the involuntary transfer. Unit members working in a shared teaching assignment in accordance with Article 22 are subject to the same seniority criteria as other unit members when determining which unit member is subject to an involuntary transfer.
- 12.4.5 Unit members who are notified that they are going to be involuntarily transferred may submit a request for voluntary transfer within ten (10) workdays of the notification without regard to the transfer windows described in Article 12.3.1.

Involuntary transfer placement shall occur in District seniority order followed primarily by the non-ordered criteria below:

- (a) Interview (if possible);
- (b) Program requirements;
- (c) Experience in assignment and/or Credential;

- (d) Unit member preference (minimum of three (3) choices as indicated on Appendix J Online Transfer Form).
- The Superintendent may initiate the transfer of one (1) unit member per school year when it is determined to be in the best interests of the site/department. Under this provision, the District must provide a written rationale to the member for its decision to transfer. This section shall not be subject to grievance procedures in Article 16.
- 12.4.7 Unit members who are involuntarily transferred during the current school year shall be allowed three (3) days of release time to implement the transfer. The District shall provide assistance in moving the unit member's materials.
- 12.4.8 A good faith effort shall be made to give each involuntarily transferred unit member a written notice of assignment by the final day of the school year.

12.5 ASSIGNMENTS/REASSIGNMENTS

- 12.5.1 Reasons for assignments/reassignments of unit members may include, but are not limited to, the following:
 - 12.5.1.1 An increase/decrease in the number of pupils which requires an increase/decrease in the number of unit members pursuant to Article 11: Class Size; elimination and/or addition or change of program(s) and/or funding; boundary changes; or school openings.
- A good faith effort shall be made to give each unit member a written notice of his/her next year's tentative assignment/reassignment by the final day of the school year. These notices of assignment/reassignment are tentative and subject to change contingent on staffing needs as determined by the administrator. Any change in tentative assignment/reassignment is not subject to the grievance procedure provided this Agreement is not otherwise violated.
- When a vacancy occurs at a school site during the school year, unit members shall be notified of the vacancy so that assignment/reassignment consideration can be given to interested unit members before transfers or candidates from outside the District are considered. It shall be the unit member's responsibility to inform their site administrator of his/her assignment/reassignment preferences so that consideration can be given. Unit members will be assigned/reassigned to positions where they will serve most effectively as determined by the site administrator. However, a unit member being assigned/reassigned shall be placed in a position not more than two grade levels up or down from his/her present position, except in cases which are determined necessary by the Superintendent or requested by the unit member.
- 12.5.4 Assignments/reassignments shall not be made for capricious or arbitrary reasons. No unit member shall be assigned/reassigned as a result of disciplinary action or for a negative evaluation received within the past school year.

ARTICLE 13: EVALUATION PROCEDURE

13.1 The evaluation and assessment program shall be a comprehensive one. It is the intent of the parties that the provisions of SB 813, as they relate to evaluation, will be incorporated into this evaluation procedure as needed.

13.2 EVALUATION CYCLES

- Every probationary unit member shall be evaluated by the administration in writing at least once each school year, no later than sixty (60) calendar days before the last scheduled school day in which the evaluation takes place.
- 13.2.2(a) Every permanent unit member shall be evaluated by the administration in writing at least every other school year, no later than thirty (30) days before the last scheduled school day in which the evaluation takes place.
- 13.2.2(b) Bargaining unit members who have permanent status and who have been employed at least ten (10) years with the school district as defined in 20 U.S.C., section 7801, and whose previous evaluation rated the employee as performing above or meeting standards, will be evaluated every three (3) years. Members on an Assistance Plan or Improvement Plan may be evaluated more frequently.
- 13.3 Each unit member shall participate in a Site level annual goal setting meeting, to review the District and Site level instructional goals. An on-cycle unit member will develop a personal goal related to the District/Site goals or their own professional development. This personal goal shall be mutually agreed upon between evaluator and evaluatee. These District, Site, and personal goals shall not exceed three (3) per year.
 - 13.3.1 Off-cycle unit members shall not be subject to the same goal setting documentation requirements as on-cycle unit members.
 - 13.3.2 The attendance records of site level annual goal setting meetings shall substantiate off-cycle unit members receipt of District and Site goals.
 - Each on-cycle unit member shall sign and date the Goal Setting Form to acknowledge receipt. (Goal Setting Form Appendix E-1, E-3(a), E-4(a), E-5(a), E-6(a), E-7(a), E-8(a), E-9(a), E-10(a) and E-11(a).
- Evaluation and assessment of the competence of certificated personnel shall be based upon behavior to include, but not limited to, consideration of: (See Appendix E-1, and E-9(a).
 - **13.4.1** Engaging and supporting all students in learning.
 - 13.4.2 Creating and maintaining effective environments for student learning.
 - 13.4.3 Understanding and organizing subject matter for student learning.
 - 13.4.4 Planning instruction and designing learning experiences for all students.
 - **13.4.5** Assessing student learning.
 - **13.4.6** Developing as a professional educator.
 - Supporting learning environment for individuals with Special Needs (Special Education teachers only).

- 13.5 Evaluation and assessment of the competence of certificated personnel to be evaluated per Alternative Teacher Evaluation Appendix E-3 shall be based upon, but not limited to, the criteria as mutually agreed upon within the Goals developed per Appendix E-3(a).
- 13.6 Evaluation and assessment of the competence of certificated personnel to be evaluated per Library Media Teacher Appendix E-10 shall be based upon behavior as specified within the Evaluation Report Criteria, Appendix E-10(c).
 - **13.6.1** Collaborative Teacher.
 - 13.6.2 Information Specialist.
 - 13.6.3 Instructional Leader.
 - 13.6.4 Program Manager.
 - **13.6.5** Developing as a Professional Educator.
- 13.7 Evaluation and assessment of the competence of certificated personnel to be evaluated per Teacher on Special Assignment Appendix E-11 shall be based upon behavior as specified within the Evaluation Report Criteria, Appendix E-11(c).
 - 13.7.1 Responsibility: Program Manager.
 - 13.7.2 Responsibility: Instructional Partner.
 - **13.7.3** Responsibility: Curriculum Development and Supervision.
 - 13.7.4 Responsibility: Community Liaison.
 - 13.7.5 Responsibility: Instructional Leader.
 - **13.7.6** Responsibility: Developing as a Professional Educator.
- 13.8 The principal or administrative designee is responsible for the evaluation of all school-based employees.
- 13.9 When a unit member has responsibilities at two (2) or more sites, the supervisor of each site will provide information relating to the evaluation. However, one supervisor shall be designated as the evaluator with responsibility for making the summary assessment report in writing and submitting a copy thereof to the employee evaluated. The designated evaluator shall be the supervisor of the site in which the employee has the greater assignment. In the case of assignments which are equally split, the employee may recommend an evaluator to the Personnel Administrator. The Personnel Administrator shall designate the employee's evaluator.
- **13.10** Evaluation shall be continual with frequent communication between the evaluator and the evaluatee.
 - No later than the end of the seventh (7th) week of the year in which the evaluation is to take place, a preliminary evaluation conference will be held between the evaluator and the unit member. At this time, the evaluator and unit member shall meet and mutually agree to the elements upon which evaluation is to be based. These elements will be outlined in the completed Goal Setting Form (Appendix E-1; E-3(a); E-4(a); E-5(a); E-6(a); E-7(a); E-8(a); E-9(a); E-10(a); E-11(a).

13.11 OBSERVATION

- 13.11.1 The evaluator shall observe certificated personnel early in the school year. Prior to the last day of January, unit members to be evaluated that year shall have received at least one (1) scheduled classroom observation of at least twenty (20) minutes in duration. The scheduled classroom observation shall be followed, within ten (10) work days (or longer by mutual consent), by an observation conference. Comments on an observation shall be in writing. A scheduled observation shall be arranged by the evaluator and evaluatee at least two (2) days in advance of the observation.
- **13.11.2** Additional observations shall be conducted upon request by either evaluator or evaluatee.
- **13.11.3** Unscheduled classroom observations may occur throughout the school year without notice.
- 13.11.4 If the unit member receives an observation summary that cites deficiencies, the administrator will observe the unit member again and conference with the unit member. During the observation conference, or soon thereafter, written recommendations for improvement will be given to the unit member.

13.12 EVALUATION

- Written evaluation reports of unit members shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement. Subsequently, one (1) or more conferences and observations shall be held with the unit member to assist the employee in correcting deficiencies previously noted. The unit member's evaluator shall take affirmative action to correct any cited deficiencies. Such action shall include specific recommendations for improvement and direct assistance in implementing such recommendations. A record of such conferences shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to him/her. The evaluator shall base his/her evaluation on reliable information collected through direct observation or other valid methods.
- 13.12.2 The unit member may submit a written response before the end of the school year to the evaluator discussing the evaluation. The evaluator shall then file in the records of the evaluatee a statement regarding the conference with a copy of the written assessment and any written response the evaluatee may wish to submit.
- 13.12.3 The Evaluation Report (Appendix E-2(a); E-3(c); E-9(b); E-10(b); E-11(b) shall be reduced to writing and a copy thereof shall be transmitted to the unit member no later than thirty (30) days before the last school day in that school year. An unsatisfactory evaluation shall include specific recommendations for improvement, directions for implementing such recommendations and/or a referral to PAR Program (Article 14). A conference shall be held between the evaluatee and evaluator to discuss the evaluation no later than the last school day scheduled in that school year. The evaluatee must sign the evaluation signifying only that the evaluatee has read the document.

- **13.13** Changes in the forms for unit members' evaluations shall be subject to the approval of both parties.
- 13.14 Any unit member who receives a Requires Improvement or Unsatisfactory final evaluation shall be evaluated annually until the unit member achieves a positive evaluation or is separated from the District.
- 13.15 The content of the written evaluation is nongrievable under this contract. The sole remedy for such problems shall be those as provided for in the Education Code. A violation of the process of the evaluation is grievable under Article 16 of this contract.
- 13.16 No unit member shall be held accountable for any aspect of the educational program over which he/she has no authority or ability to correct deficiencies.

ARTICLE 14: PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

14.1 PURPOSE

- 14.1.1 The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of this program to improve the quality of instruction through Peer Assistance and Review. The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent teachers.
- 14.1.2 Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. Peer Assistance shall be provided through consulting teachers as described in this Article. It shall not involve the participation of the consulting teacher in the evaluation of the unit member required by the Education Code and Article 13 of this agreement.
- 14.1.3 The final report of a referred teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.
- 14.1.4 The extent of assistance and review depends upon whether the participating teacher is a volunteer permanent teacher, or a "referred teacher," e.g., a permanent teacher who has received an unsatisfactory evaluation pursuant to Article 13 of this agreement.
- 14.1.5 The PAR Program does not apply to temporary and probationary teachers.

14.2 **DEFINITIONS**

- 14.2.1 Participating Teacher is a permanent teacher who either volunteers or is required by this article to participate in the program.
 - **14.2.1.1** Referred Teacher is a teacher with permanent status whose most recent performance evaluation was unsatisfactory pursuant to

- Article 13 of this agreement and required by this article to participate.
- 14.2.1.2 Voluntary participating teacher is a permanent teacher who is not required to participate in this program. Voluntary participation is for the purpose of professional growth utilizing the assistance of a consulting teacher.
- 14.2.2 Consulting Teacher is an exemplary teacher meeting the requirements of this article, selected by the joint panel to provide program assistance to a participating teacher.
- 14.2.3 Principal or evaluator is the certificated administrator appointed by the District to evaluate a permanent teacher.

14.3 JOINT PEER REVIEW PANEL

- 14.3.1 The PAR Program shall be administered by a Joint Peer Review Panel ("The Panel"), which shall consist of seven (7) members, three (3) of whom shall be selected by the District, and four (4) of whom shall be permanent teachers who are chosen to serve by the Association. The Panel shall be chaired in the first year by a teacher and in the following year by a member selected by the District. The chair shall thereafter rotate on an annual basis between teacher and District members.
- 14.3.2 The term of service for teacher Panel members shall be staggered so that two (2) of the four (4) members shall be appointed each year for a 2-year term as follows: two (2) one-year terms and two (2) two-year terms. District Panel members and all subsequent teacher members shall serve for two (2) years. The appointments will be determined by May 15th.
- 14.3.3 The Panel shall establish its own meeting schedule. To meet and/or conduct business five (5) of the panel members, at least three (3) of the Association members and two (2) of the District members, must be present.
- 14.3.4 Teacher members of the Panel shall receive release time to be determined by the panel in order to perform their duties. Where practicable, the work of the Panel shall be completed during the regular teacher workday. When the Panel's work is completed during the regular teacher workday, the teacher members shall be compensated for two (2) hours at the Staff/Curriculum Development rate for substitute planning time.
- 14.3.5 If in carrying out their responsibilities as a member of the Panel, teachers find it necessary to work beyond their regular work day, they shall be compensated at the hourly rate for Staff/Curriculum Development.
- 14.3.6 The Panel shall make all decisions through consensus in the areas of appointments, recommendations to the Board, program plan, and recommended budget. In the absence of consensus, decisions will be made by an affirmative vote of at least five (5) panel members.

14.4 JOINT REVIEW PANEL RESPONSIBILITIES

Responsibilities of the Panel shall include the following:

- (a) Providing annual training for the Panel members.
- (b) Adopting Rules and Procedures to effect the provisions of this Article and distributing them to all bargaining unit members.
- (c) Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
- (d) Establishing the timeline, selection procedure, and selecting Consulting Teachers.
- (e) Selecting and providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- (f) Preparing written guidelines and necessary report forms for Consulting Teachers and their activities.
- (g) Reviewing reports prepared by Consulting Teachers by May 30th.
- (h) Making a report to the Governing Board of the District concerning referred Participating Teachers, including forwarding the names of Participants, who after sustained assistance, are not able to demonstrate improvement to a successful standard.
- (i) Preparing an annual review of the impact of the PAR Program, including recommendations for improvement.
- (j) Developing an annual PAR program budget proposal within District's Business Support Services timelines. PAR program budget subject to Board approval.
- (k) Determining the caseload of the Consulting Teachers and assigning Consulting Teachers to Participating Teachers.
- (l) Determine eligibility of volunteer Participating Teachers and assigning Consulting Teachers to those eligible.
- (m) Reviewing the performance of the Consulting Teacher.

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

14.5 CONSULTING TEACHERS

- (a) A Consulting Teacher is an exemplary teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers shall have the following minimum qualifications:
- (b) A permanent teacher with at least three (3) active and consecutive years of substantial recent teaching experience in the District.
- (c) Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
- (d) Demonstrated ability to communicate effectively both orally and in writing.
- (e) Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
- (f) Demonstrated effective leadership skills and experience in working on school and/or District committees.

14.5.1 Application Process

A notice of vacancy will be posted at all sites in order to fill a Consulting Teacher position. Each applicant is required to submit three (3) references from individuals with specific knowledge of his/her expertise as follows:

A reference from at least one (1) site principal or immediate supervisor.

A reference from at least one (1) certificated colleague.

All applications and references shall be treated with confidentiality. Applicants for Consulting Teacher position will submit a completed application by posted closing date.

14.5.2 Selection Process

Based on a review of the application, the Panel shall select candidates for an interview. Part of the interview process shall include the observation of each candidate at least once by no fewer than two (2) Panel members (one (1) administrator and one (1) teacher).

Consulting Teachers shall be selected by a majority vote of the Joint Review Panel following completion of the application review process. The Panel, based upon participation in the PAR Program, the budget available, and other relevant considerations will determine the number of Consulting Teachers in any school year.

14.5.3 Terms and Conditions

- 14.5.3.1 Consulting Teachers shall receive a stipend of \$3,000 per referred teacher, and/or \$2,000 per voluntary teacher, when assigned to provide peer assistance as described in this Article. The Panel may appropriately prorate stipends for partial year service. Funds shall be allocated for release of consulting teachers to provide services, workshops for participating teachers, administrative costs, and training or meetings. No more than two (2) participating teachers may be assigned to each consulting teacher.
- 14.5.3.2 The Panel may select one (1) or more consulting teachers as "Teacher on Special Assignment" with full or partial release (minimum of 50%). In the event that a consulting teacher is provided with full or partial release time to perform duties, no stipend shall be issued. No more than fifteen (15) participating teachers may be assigned to any full time released consulting teacher.
- 14.5.3.3 The Consulting Teacher's term will be one (1) year, and may be renewed by the panel for a total of three (3) consecutive years of service as a Consulting Teacher, provided that the annual service as a Consulting Teacher has been satisfactory to the Panel. A released Consulting Teacher may reapply after returning to the classroom for one (1) year.
- 14.5.3.4 Upon completion of the released Consulting Teacher's first year, the Consulting Teacher will have the right to return to his/her previous assignment. After the first year, Consulting Teachers will be

guaranteed a teaching position for which they are credentialed or legally authorized; however, it may not be the same assignment or work site.

14.5.3.5 Consulting Teachers will be trained to understand the specific functions of the PAR Program. The Panel will monitor and evaluate the effectiveness of the Consulting Teacher and make decisions regarding their continuation in the program. The Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program (i.e. reduction in number of participating teachers), not fulfilling Consulting Teacher responsibilities, or other just cause. Prior to the effective date of such removal, the Panel will provide the Consulting Teacher with a written statement of the reasons for the removal and, at the request of Consulting Teacher, will meet to discuss the reasons.

14.6 CONSULTING TEACHER RESPONSIBILITIES

Responsibilities of Consulting Teachers shall include the following:

- (a) Establish mutually agreed upon performance goals with the Referred Teacher and principal/evaluator.
- (b) Provide consultative assistance to improve in the specific areas targeted by the principal/evaluator, in the case of the referred teacher, or the areas targeted by the Voluntary Teacher.
- (c) For referred teachers, conduct at least two (2) observations per month during periods of classroom instruction. For Voluntary Teachers, observations will be as outlined in the assistance plan developed by the Consulting Teacher and the Voluntary Teacher. The Voluntary Teacher assistance plan shall be submitted to the Joint Panel within fifteen (15) working days of the assignment.
- (d) Demonstrate effective teaching practices to the Participating Teacher and facilitate the observation of other exemplary teachers.
- (e) Access District resources to assist the Participating Teacher.
- (f) Provide a monthly log to the Referred Teacher and the Panel regarding the specific nature of assistance being provided for each objective, and meeting with the Referred Teacher on a regular basis.
- (g) Attend training as determined by the Panel.
- (h) The Consulting Teacher shall provide each Referred Teacher no less than fifteen (15) hours of assistance per trimester. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- (i) The Consulting Teacher shall complete monthly logs for referred teachers for the Panel and shall appear before the Panel on a regular basis as determined by the Panel to discuss the progress of the Participating Teacher. The written monthly logs shall at a minimum, include an assessment as to whether the referred teacher is demonstrating improvement and whether continued assistance is necessary.

- (j) The Consulting Teacher shall complete and submit a monthly log to the Panel reflecting observations and/or contact with the Voluntary Teacher and whether continued assistance is necessary.
- (k) The Consulting Teacher shall submit a Final Report by April 15th to the referred teacher. The referred teacher may attach written comments and return the report to the Consulting Teacher within five (5) working days. His/her signature indicates receipt of the document, but not necessarily agreement with its contents. No later than May 1st, the Final Report including any referred teacher's comments shall be submitted to the Panel and principal/evaluator.
- (1) All reports shall be placed in the personnel file of the Referred Participating Teacher. The District in any personnel decisions or proceedings regarding the Referred Teacher may use the information obtained through participation in PAR Program. This information shall be accessible to the administrator(s) responsible for evaluating the performance of the Referred Teacher.

14.7 PARTICIPATING TEACHERS

(a) Referred Teacher

A Referred Teacher is a permanent teacher who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation (Article 13). The principal/evaluator will provide the teacher with specific objectives and written recommendations regarding areas of improvement.

After the final written evaluation by principal/evaluator, fifteen (15) days prior to the end of the school year, the Panel will assign the Consulting Teacher to address the areas for improvement as identified by the principal/evaluator. The Participating Teacher may request to be assigned to a specific Consulting Teacher.

Once the teacher is referred and before the end of the school year, the principal/evaluator, the Referred Teacher, and the Consulting Teacher shall meet to discuss the unsatisfactory performance and recommended areas of improvement outlined by the principal, and to collaboratively identify types of assistance to be provided.

It is anticipated that a referred teacher shall stay in the PAR Program for no more than a calendar year. However, a Referred Teacher may, under special circumstances, remain in the Program for a total of eighteen (18) months upon a Panel recommendation.

Documents generated by Consulting Teachers and Panel Members regarding specific Referred Teachers as part of the assistance process set forth in this agreement shall be deemed personnel records and shall remain confidential to the extent required by the law. All reports shall be placed in the personnel file of the referred Participating Teacher. The District in any personnel decisions or proceedings regarding the Referred Teacher may use the information obtained through participation in PAR Program. This information shall be accessible to the administrator(s) responsible for evaluating the performance of the Participating Teacher.

(b) Voluntary Teachers

A Voluntary Teacher is a permanent classroom teacher who volunteers to participate in the PAR program.

The Voluntary Teacher may apply to the Panel in writing to be assigned to work with a Consulting Teacher. The Voluntary Teacher may request to be assigned to a specific Consulting Teacher.

Upon assignment, the Consulting Teacher shall meet with the Voluntary Teacher to develop a plan for voluntary assistance. The plan may be submitted to the principal for purposes of coordination and planning, upon the Voluntary Teacher's consent. The purpose of participation in the PAR Program for the Voluntary Teacher is for peer assistance designed to promote professional development. The documented hours spent by a Voluntary Teacher may count towards professional growth. The Consulting Teacher shall not participate in a performance review of the Voluntary Teacher.

The Voluntary Teacher may terminate participation in the PAR program at any time. The Joint Panel may terminate participation in the PAR program based on program parameters (Article 14.4 (l), Article 14.6 (j), Article 14.7(b) paragraph 7).

A Voluntary Teacher may be involuntarily placed in the Program in the event the teacher receives an unsatisfactory evaluation.

Voluntary Teachers in the PAR Program shall not have any documentation placed in their personnel files issued as a result of their participation.

Resources of the program budgeted by the Board for PAR shall first be allocated to Referred Teachers.

14.8 STATUS AND LIABILITY PROTECTION OF UNIT MEMBERS

Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined in the Educational Employment Relations Act.

Unit members who perform functions as Consulting Teachers or Panel members shall have the same protection from liability and access to appropriate defense as afforded to other public school employees under the provisions of the California Government Code.

14.9 BUDGET PRIORITIES AND CONSIDERATIONS

The District shall not be required to allocate funds for the programs as set forth in this Article in addition to those funds provided by the Legislature for implementation.

The Joint Panel shall recommend to the Governing Board a budget for the program and administrative expenses within the allocated legislative funding limits.

ARTICLE 15: COMPLAINTS CONCERNING SCHOOL PERSONNEL

15.1 Any student, parent or citizen complaint concerning school personnel shall be made directly by the complainant to the person against whom the complaint is lodged whenever appropriate. Parents/guardians are encouraged to attempt to orally resolve concerns with

the staff member personally. An administrator receiving a complaint about an employee shall inform the employee of the complaint and attempt to facilitate direct communication between the employee and the complainant.

- 15.1.1 In the event that a public complaint involves accusations of the following, the provisions of 15.1 shall not apply:
 - Child abuse;
 - Sexual abuse/harassment;
 - Discrimination;
 - Civil rights violations, or;
 - Other statutory violations.
- 15.2 If the complaint is not resolved at this level, the complainant may submit the complaint in writing to the school principal or designated District Complaint Officer, whichever is most appropriate, and the person against whom the complaint is lodged.

The Governing Board designates the following District Complaint Officer, as the Superintendent's designee, to receive and investigate complaints and ensure District compliance with law:

Assistant Superintendent Human Resources Development 31350 Rancho Vista Road Temecula, CA 92592 (951) 506-7960

- 15.3 The person against whom the complaint is lodged shall have five (5) work days from his/her receipt of the written complaint to submit to the Superintendent's or designee's office a written reply to the complaint.
 - 15.3.1 A copy of a timely submitted written reply shall be attached to the complaint if the complaint is filed in the employee's personnel file.
- 15.4 All parties involved shall attempt to resolve the complaint at the lowest administrative level.
- 15.5 No complaint shall be filed in an employee's personnel file until the procedures set forth in this Article are exhausted.
- 15.6 A violation of this process set forth in this article shall be subject to the grievance procedure. The substance of the complaint shall not be subject to the grievance procedure as set forth in Article 16 of this agreement.

ARTICLE 16: GRIEVANCE/ARBITRATION PROCEDURE

16.1 **DEFINITIONS**

16.1.1 A grievance is a formal written allegation by one (1) or more unit members, or unit members as a group represented by the Association, or by the Association, that there has been a violation of the specific provisions of this Agreement.

- Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrations regulations and procedures must be undertaken under separate legal processes.
- 16.1.2 A day is a day upon which the District Office is open for business, as published on the District website. Computation of time shall begin on the day following the alleged violation of the Agreement.
- 16.1.3 The **immediate supervisor** is the lowest level supervisor or management employee having immediate jurisdiction over the issue.
- 16.1.4 The **grievant** is the unit member, unit members, or the Associations making the claim.

16.2 GENERAL

- The grievant and immediate supervisor must be present at all levels of the processing of a grievance. The grievant may, at her/his election, be represented by the Association at all levels of the grievance process. The administration or Board may be represented by any person or agent designated by them to act on their behalf.
- A grievance shall not be valid for consideration unless it is submitted in writing, on the prescribed grievance form, a copy of which is attached to this Agreement as Appendix D-1, to Human Resources Development setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought. The written grievance must be submitted within twenty (20) days from the date of the most recent act, omission or practice giving rise to the grievance. Failure to file any grievance within such time period shall be deemed a waiver thereof.
- A decision rendered at any level in these procedures becomes final, unless appealed within the time period specified.
- Failure by the District or its representative(s) to render a decision within the time periods specified herein shall constitute a denial of the grievance and the grievant may appeal to the next level.
- 16.2.5 Time periods given in these procedures may be modified by written agreement between the Association and the District.
- 16.2.6 If the same problem is identified by more than one (1) unit member, the Association or one (1) unit member on behalf of herself/himself and the other members may process the problem through the grievance resolution process. Names of unit members known to be affected shall appear on all documents related to the processing of the grievance. This provision may be waived by written agreement between the Association and the District.
- A unit member may present grievances to the employer at any time, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration, and such adjustment is not inconsistent with the terms of the written Agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present, and state its views at all grievance meetings. The District shall not

- agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.
- 16.2.8 A unit member's grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities. Unit members shall carry out all management directives pending the final resolution of a grievance.
- All documents resulting from the processing of a grievance shall be kept in a separate grievance resolution file and shall not be kept in a unit member's personnel file.
- 16.2.10 At any time after Level II, the Superintendent/designee may attempt to resolve the grievance by meeting with the grievant and the Association representative.
- 16.2.11 Whenever possible, grievance meetings shall occur outside of the grievant's regular work hours. When this is not possible, and it becomes necessary for a single representative designated by the Association to attend a grievance hearing during the day, she/he shall be provided reasonable release time without loss of pay in order to permit participation in the foregoing activity. Witnesses for both parties shall be released with regular pay and benefits in time for testimony with as little disruption to the instructional schedule as possible.
- 16.2.12 Grievance processing timelines contained in this Article shall be suspended during an official District break or action period of five (5) consecutive days or more for the duration of the break period unless otherwise mutually agreed in writing by the parties.
- 16.2.13 Neither the Association nor the District, nor their respective representatives shall retaliate against a unit member who elects to participate or not participate in the grievance process as a grievant, witness, or representative.

16.3 GRIEVANCE STEPS

16.3.1 Level I Problem Solving

Prior to filing a grievance, the potential grievant will schedule a meeting with the immediate supervisor to identify the problem and seek resolution. The potential grievant shall notify the supervisor that the meeting is requested pursuant to this section. In the event the problem is not resolved at Level I, the decision may be appealed to Level II – Superintendent/Designee, provided the grievance is submitted on the prescribed form (Appendix D-1) to Human Resources Development within the twenty (20) day time limitation provided in paragraph 16.2.2.

16.3.2 Level II Superintendent/Designee

After receipt of the completed grievance resolution form, the Superintendent/Designee shall have ten (10) days in which to render a written decision regarding the grievance. In the event the grievance is not resolved at Level II, the decision may be appealed to Level III - Mediation, provided such appeal is submitted on the prescribed form (Appendix D-2) to Human Resources Development within ten (10) days after receipt of the decision at Level II.

16.3.3 Level III Mediation

The Superintendent/Designee shall, upon the receipt of the request for mediation within five (5) days, request the services of a mediator through the State Mediation and Conciliation Service, who shall meet with the parties and attempt to resolve the grievance. If the grievance is not resolved in such a fashion, the grievant has ten (10) days from the date of the final mediation meeting to file the grievance at Level IV. A Level IV grievance must be filled out on a new grievance form (Appendix D-3), including a notice to the District, that the grievant is proceeding to the Board of Education and be submitted to the Superintendent's Office.

16.3.4 Level IV Board of Education.

- 16.3.4.1 The grievant may present her/his case to the Board of Education at their next regularly scheduled meeting or, at the Board's discretion, at a special meeting.
- **16.3.4.2** The Board shall, within twenty (20) days after the hearing, render a decision in writing.
- 16.3.4.3 If the grievant is not satisfied with the results of Level IV, she/he has ten (10) days from the written decision to file a Level V grievance.

16.3.5 Level V Arbitration – (Effective July 1, 2001)

If the grievant is not satisfied with the disposition of the grievance at Level IV, the grievant may, within ten (10) days after Board review or ten (10) days after receiving notice of the Board's decision, request in writing that the Association submit the grievance to binding arbitration. Once the Association has received the request to proceed to binding arbitration, it has twenty-four (24) hours to notify the Superintendent of the request. Within fifteen (15) days after receipt, the Association, by written notice to the Superintendent, may elect to submit the grievance to binding arbitration.

- 16.3.5.1 In the event the parties are unable to mutually agree upon an arbitrator, they shall request that a panel of seven (7) names of individuals experienced in the area of public school labor relations be submitted to both parties by the California Mediation and Conciliation Service. Upon receipt of the list, the parties shall alternately strike names until only one (1) remain, who shall be selected as the arbitrator.
- 16.3.5.2 If any question(s) arises as to the arbitrability of the grievance, such question(s) shall be first decided by the arbitrator in a separate hearing before consideration of the merits of the grievance.
- 16.3.5.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

- 16.3.5.4 The arbitrator may hear and determine only one (1) grievance at a time unless both parties mutually agree to consolidate similar grievances.
- 16.3.5.5 The arbitrator's decision shall be final and binding upon the parties, shall be in writing, and shall set forth findings of fact, reasoning, conclusions, and remedy. The jurisdiction of the arbitrator and the arbitrator's authority shall be confined exclusively to the interpretation of the express provisions of this Agreement which are at issue. The arbitrator shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend, or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the District. The arbitrator shall not have the authority to impose limitations or obligations not expressly provided for in this Agreement. The arbitrator shall be without the power or authority to make any decision which requires the District to do any act prohibited by law or in violation of this Agreement.
- 16.3.5.6 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the parties. All other costs will be borne by the party incurring them.
- 16.3.5.7 The arbitrator's decision shall be submitted to the District and the Association within thirty (30) calendar days of submission of the matter.

16.4 MISCELLANEOUS

- 16.4.1 The exercise of management rights and prerogatives by the Board under Article III, which are not limited by the express terms of this Agreement, shall not be subject to the grievance resolution process.
- 16.4.2 This Article is not cumulative and shall be the exclusive procedure and remedy for the determination of any claim, the subject matter of which constitutes a grievance. Any unit member who brings an action on any such claim, or on whose behalf such an action is brought, in a court of law or equity, state or federal, or before any administrative tribunal, thereby waives any and all rights under this Article.
- 16.4.3 The District shall not be required to process any grievances upon expiration of this Agreement, except for grievances arising prior to the expiration date of the contract or any extension thereof.

ARTICLE 17: DUE PROCESS/JUST CAUSE

17.1 **DUE PROCESS**

17.1.1 The District shall not dismiss any unit member without fulfilling all appropriate provisions of the California Education Code.

17.2 JUST CAUSE

17.2.1 The District has the right and the responsibility to take appropriate action to discipline unit members for just cause which shall include, but not be limited to, instances of unprofessional conduct or violation of, or refusal to obey the school laws of the state or reasonable regulations prescribed for the governance of the public schools by the State Board of Education or by the Governing Board or by the School District, or by reasonable school level administrative rules.

17.3 DUE PROCESS (PROGRESSIVE DISCIPLINE PROCEDURES)

17.3.1 Verbal Warning

A verbal warning shall not be used unless the unit member has first been made aware of the performance standard. The unit member shall receive a written summary of the verbal warning and may request a meeting to discuss its content. Verbal warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. Exceptions to a verbal warning may be made when safety and legal compliance issues are involved.

17.3.2 Written Warning

A written warning shall not be used unless the unit member has been given at least one (1) verbal warning about similar actions within the past twelve (12) calendar months. Written warnings shall not be placed in the unit member's personnel file unless a written reprimand is later issued. The unit member shall sign and date a receipt that he/she has received a written warning.

17.3.3 Written Reprimand

Written reprimands shall not be used unless the unit member has received a written warning about similar actions within the previous twelve (12) calendar months. At this point, the counseling conference/verbal with written summary and/or conference/written warning documentation may be attached to the written reprimand as examples. The unit member shall sign the reprimand to acknowledge receipt, and a copy shall be placed in the unit member's personnel file.

17.3.4 Suspension

Except as noted in 17.3.5, a suspension shall not be imposed unless the unit member has received a written reprimand during the previous twelve (12) calendar months. No unit member shall receive more than three (3) days, without pay, for the first suspension. Thereafter, suspensions shall not exceed six (6) days, without pay, per suspension.

In all instances, the length of the suspension shall relate to the severity of the incident and the unit member's overall disciplinary record.

17.3.5 The Superintendent may suspend an employee pending Board or legal action when, in the opinion of the Superintendent, continuation of the unit member in his/her position would present a clear danger to the students, staff, property, or reputation of the District, or to the unit member.

17.4 SUSPENSION PROCEDURES

- 17.4.1 The Superintendent, or designee, shall give written notice to the unit member of the District's intent to suspend the unit member.
- 17.4.2 The notice shall include the cause(s) on which the suspension is to be based, the date(s) on which the suspension shall take place, a statement that the unit member has a right to discuss the proposed suspension with the Superintendent or designee prior to the suspension, and a proposed date, time and place for such pre-suspension discussion.
- 17.4.3 The unit member shall have five (5) working days in which to respond to the notice of suspension. If the unit member does not respond, the District will schedule the suspension and provide notice thereof to the unit member. The unit member's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension discussion or waive such discussion. The pre-suspension discussion, unless waived, shall take place within five (5) school days from the date of the notice.
- 17.4.4 The unit member shall be given the opportunity to present facts and arguments regarding the proposed suspension and to be represented at the pre-suspension discussion.
- 17.4.5 The Superintendent or designee shall inform the unit member of the decision to suspend or not to suspend within three (3) working days from the date of the pre-suspension discussion or after five (5) days from the date of the notice of suspension if the unit member did not respond.
- 17.4.6 The District shall schedule the suspension.
- 17.5 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code 44932 and 44944.

ARTICLE 18: EXTENDED SCHOOL YEAR REMEDIAL PROGRAMS (ESYRP)

- 18.1 The District retains the right to determine annually whether or not an extended school year remedial program (ESYRP) will be conducted, to make (ESYRP) assignments, and to reduce (ESYRP) staffing assignments in the event of a reduction in District-wide enrollment.
- **18.2** All unit members are eligible and may apply for (ESYRP) assignments.
- 18.3 Vacancies for (ESYRP) positions shall be posted at each District school site as soon as possible prior to the commencement of the (ESYRP) that year.
- **18.4** In considering applications for (ESYRP) assignments, the District management will apply the following non-ordered criteria:
 - **18.4.1** Credential required for the position.
 - **18.4.2** Grade level experience in credential area.
 - **18.4.3** Program requirements.
 - 18.4.4 Interview.

- **18.4.5** Priority shall be given to site personnel when filling ESYRP positions.
- **18.5** Notification of (ESYRP) assignments shall be in writing.
- 18.6 If a unit member's application for an ESYRP assignment is denied, the unit member shall, upon request, be provided a written explanation of the reason(s) for the denial by the ESYRP principal.
- **18.7** (ESYRP) pay See Extra Duty Stipend Schedule (Appendix C-2).

ARTICLE 19: HOME TEACHING

19.1 HOME TEACHING ASSIGNMENTS

- 19.1.1 Qualified unit members are eligible and may apply for home teaching positions.
- 19.1.2 Management shall make Home Teaching assignments in the most equitable manner possible.
- 19.1.3 Home Teaching opportunities shall be effectively publicized at each school site.

19.2 SELECTION FOR HOME TEACHING - ELEMENTARY

- 19.2.1 Selection for a home teaching assignment may be made using one (1) or more of the following factors, as well as other factors unique to a given assignment:
 - **19.2.1.1** Present homeroom teacher of the student.
 - 19.2.1.2 Unit members who teach the same grade level as the student's placement.
 - 19.2.1.3 If two (2) or more applications are received, the best match for the specific assignment will be selected.
 - 19.2.1.4 Assigned unit member's performance in cooperating with the home school (i.e. following curricular guidelines, teaching to objectives, reporting progress to the home school and completing all necessary paperwork).

19.3 SELECTION FOR HOME TEACHING - MIDDLE AND HIGH SCHOOL

19.3.1 Where possible, the home teacher assignments may be offered to a teacher in the student's schedule. Otherwise, the home teaching assignment will be offered to another unit member who has applied for home teaching, if qualified and available. In cases where no unit member has applied, the District will seek out other qualified teachers.

19.4 RATE OF PAY

See Stipend Schedule (Appendix C-2).

ARTICLE 20: RETIREMENT

20.1 EARLY RETIREMENT - SUSPENDED

20.2 RETIREMENT

- 20.2.1 The District will adhere to all applicable State and Federal guidelines related to retiree access to District health benefit programs.
 - **20.2.1.1** A retiree may elect to consult/substitute as a means to reduce benefit costs.

ARTICLE 21: MENTOR TEACHERS - SUSPENDED

ARTICLE 22: SHARED TEACHING

- 22.1 The Temecula Valley Unified School District will consider a shared teaching contract when the following conditions are met:
 - **22.1.1** Both unit members are fully credentialed for the specific position to be shared.
 - 22.1.2 Unit members involved in job share shall complete the Shared Teaching Contract Agreement (Appendix I) annually.
 - 22.1.3 The site principal and the Superintendent (or his/her designee) must approve the job share on an annual basis.
 - 22.1.4 If a unit member's request for a shared teaching assignment is denied, the unit member shall, upon request, be provided a written explanation of the reason(s) for the denial by the site principal.
 - 22.1.5 Unit members involved in the job share must jointly attend all District calendared staff trainings, parent conferences, Back-to-School, and Open House events. Both unit members may be required to attend up to five (5) other staff trainings. Any further training will be split between the members in a mutually agreed upon schedule with the Principal. The members are both accountable for the information presented at all staff trainings. All obligations regarding duty schedules and District committees must be met.
 - 22.1.6 Unit members involved in the job share may agree to substitute at the current substitute pay rate for each other to promote program continuity.
 - 22.1.7 Unit members involved in the job share must provide the principal with assurances that articulation and joint planning are taking place on a regular basis.
- 22.2 Unit members on a shared contract program may be returned to full-time employment the following year, subject to the provisions of Article 12.1, 12.2, 12.3, 12.4 and 12.5, if all of the following criteria are satisfied:
 - 22.2.1 A full-time vacancy for which he/she is credentialed exists the following year.
 - 22.2.2 The continuity of the District's educational program will not be affected adversely by the unit member's return to full-time employment the following year.
 - 22.2.3 Unit members requesting to return to a full time assignment the next school year shall notify their site administrator in writing of such request prior to beginning of the spring break.
 - 22.2.4 All requests to return to full-time employment the following year shall be considered before the District interviews outside applicants.

22.3 SHARED BENEFITS

- 22.3.1 Each shared contract provides one (1) District employee benefits package pursuant to Article 7.1. Each partner's share of the District employee benefits package is equal to the percentage of his/her shared contract.
- 22.3.2 The shared contract partners may elect to purchase their unfunded portion of the benefits package.
- **22.3.3** Either contract partner may waive his/her percentage of the benefits package to his/her partner upon verification of other insurance coverage.
- 22.3.4 Upon approval, each shared contract partner will inform Fiscal Services of planned insurance coverage using the Shared Teaching Contract Agreement form (Appendix I).
- 22.4 Each unit member participating in a job share will receive his/her pro-rata share of credit towards salary advancement. In an equal job split, each unit member would earn 50% credit for the year. Because 75% or more of the school year must be worked to earn a year's credit, the 50% will be banked until another full year or fraction of a year can be added to exceed the minimum percentage necessary to gain a year's credit. Salary schedule movement related to experience will be granted as for all staff members, at the beginning of the school year (Appendix I).

22.5 CHANGE IN POSITION

22.5.1 If one (1) member of the job share leaves this position for any reason, the remaining member will be given the first right of refusal to assume the full-time position for the remainder of the school year or until a replacement satisfactory to the District is found.

ARTICLE 23: COLLABORATIVE MODEL TO FOSTER STUDENT LEARNING

- (a) The District and the Association agree to establish, support, and sustain a Professional Learning Community (PLC)/Collaborative model at each school site and within each team. PLC is a culture of collaboration among educators (teachers, administrators, etc.) to address student learning and make instructional decisions based on content standards and student performance data that encourages success for all students. The four established essential questions of a PLC/Collaborative model will be the foundation for all team discussions and work:
 - What do we want students to learn?
 - How will we know when they have learned it?
 - What will we do for those who do not?
 - What will we do for those who already know it?
- (b) Unit members may be required to provide a brief statement of progress after each collaborative meeting.
- (c) The core tenets of a PLC/Collaborative culture will be shared with all new unit members.
- (d) The District and the Association will work collaboratively to provide the time, resources, and access to data for efficient use of PLC/Collaborative discussions and work.

- (e) Special Education teachers will work collaboratively with site administrators to develop a flexible schedule that allows them to collaborate with General Education and/or Special Education teachers in order to make the most efficient use of PLC/Collaborative discussions and work.
- (f) The District and the Association will prioritize explore and elective teachers working collaboratively with like-curriculum unit members (e.g., visual arts teachers working with visual arts teachers).

ARTICLE 24: SAFETY

- 24.1 The District is committed to providing a safe and healthful workplace for all of its employees. To fulfill its obligation the District will incorporate an Injury and Illness Prevention Program in accordance with Senate Bill 198.
- 24.2 All District administrators and employees are expected to adhere to the policies and procedures set forth under this program.
- 24.3 The District safety committee is considered an important part of the overall system of communication. The committee shall include, at all times, representation from management, classified personnel and certificated personnel.
- 24.4 It is the intent of the District to provide qualified personnel for the treatment of mainstreamed students who require special health care procedures which are beyond the scope of normal teaching responsibilities.
- 24.5 Bargaining unit members who believe they may be working in unsafe conditions or asked to perform tasks that endanger their health, safety or well-being may notify their site administrators who shall immediately forward such concerns to the appropriate District personnel.
- 24.6 Upon notification, the District shall investigate the condition and take appropriate action to correct any unsafe or hazardous condition and report such actions to the site administrator in a timely manner.

ARTICLE 25: EFFECT OF AGREEMENT

25.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District policy, practices and procedures and over State laws to the extent permitted by State law, and that, in the absence of specific provisions in the Agreement, such policies, practices and procedures are discretionary with the District.

ARTICLE 26: SUPPORT OF AGREEMENT

26.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term and will not

appear before any public bodies to seek changes or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

ARTICLE 27: CONCERTED ACTIVITIES

- 27.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing of the District by the Association or by its officers or agents, during the term of the Agreement. It is further agreed that there will be no lock-out by action of the Board of Trustees, nor denial of rights guaranteed the Association and its members by law.
- 27.2 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 represented by it to do so. In the event of a strike, work stoppage, slowdown or picketing of the District by employees represented by the Association, the Association agrees to act in concert with the District to advise and direct those employees to cease such action. It is further understood that any employee who fails to comply with such a cease and desist request may be subject to discipline or discharge by the District in accordance with procedures established by law.
- 27.3 It is understood that the District shall be entitled to withdraw any privileges or services provided for in this contract from any employee, or group of employees, who engage in concerted activities as defined in Section 26.1.

ARTICLE 28: SAVING PROVISION

28.1 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 29: TERM

- 29.1 The new term of the Agreement will be from July 1, 2021 through June 30, 2024. For the 2022-2023 and 2023-2024 school years, the parties agree to reopeners on Article 7: Compensation and Benefits. In addition, the District and the Association shall have the ability to reopen two (2) articles for negotiations.
- 29.2 If desired, either the District or the Association may notify the other in writing no sooner than January 1 and no later than April 1, annually of its desire to reopen negotiations.

Technical Notation

All previously approved tentative agreements on language shall be reflected in the final tentative agreement document presented for the required processes and shall be included in the subsequent printed revised version of the master collective bargaining agreement between the Association and the District.

AB 1200/Ratification

This Tentative Agreement is subject to AB 1200 disclosures and approval by TVEA and the District's Governing Board.

Temecula Valley Unified School District	Temecula Valley Educators Association
Bargaining Team Members	Bargaining Team Members
Nicole Lash	Mike Brewer
Joe Mueller	Lowena Manzano
Tiffany Martinez	Christina Fenney
Courtney Fingerlin	Lauren Davis
Nicole Dayus	Nicole Paino
Allen Williams	Andrew Williams
Kim Parente	Alan Underwood
2/25/2022	2/25/2022
Francisco Arce Date Assistant Superintendent	Brian Balaris Date Bargaining Chair
Human Resources Development	Temecula Valley Educators Association

APPENDIX A-1 STUDENT/TEACHER CALENDARS

Temecula Valley Unified School District

Student/Teacher Calendars

Parties agree to submit the development of calendars to an Ad Hoc committee which will submit recommendations to TVEA and the District for ratification.

Parties agree to meet and develop calendars with the following parameters:

- a) 1st semester ends in December
- b) School year ends no later than the end of the second week in June
- c) Staff development days are TK-12 only

APPENDIX A-2 STUDENT/TEACHER CALENDAR 2022-2023

Temecula Valley Unified School District Student/Teacher Calendar 2022/2023 School Year

180 student days 184 teacher days H - Holidays & School Breaks

T - Teacher Preparation Day (TK-12 Non-student day)

8 - Staff Development Day (TK-12 Non-student day)

SER - Student Early Release (TK-12)

M - Modfled Day (TK-12)

EM - Elem. Modified Day (TK-5 only)

MM - Modffed Day (6-8 only)

MHM - Modified Day (6-12 only)

HM - Modified Day (9-12 only)

Board Approved 12/14/2021 Revised 4/12/2022; 6/28/2022

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Holldays an	d Breaks:

Holidays and Breaks:					teacher days		
	Jul 4	Independence Day		Dec 21	First semester ends	Feb 20	Washington's Birthday
	Sep 5	Labor Day		Dec 22-Jan 6	Winter Break	Mar 27-Apr 7	Spring Break (Easter 49/23)
	Nov 11	Veterans Day		Jan 16	Martin Luther King Jr. Day	May 29	Memorial Day
	Nov 21-25	Thanksgiving Break		Feb 17	Lincoln's Birthday		

Page 2 of 2

Temecula Valley Unified School District Crisis Information Line 506-7900 Student/Teacher Calendar School Listing Board Approved 12/14/2021 2022/2023 School Year Revised 4/12/2022; 6/28/2022 Site Phone Elementary Schools: Alamos Elementary School (AES) 294-6760 Abby Reinke Elementary School (ARES) 302-6610 EMECULA VALLEY Ysabel Barnett Elementary School (BES) 296-5579 Crowne Hill Elementary School (CHES) 294-8370 French Valley Elementary School (FVES) 926-3643 Calendar Dates Helen Hunt Jackson Elem. School (JES) 302-5199 Susan La Vorgna Elem. School (LES) 294-6385 "H" ~ Holidays & School Breaks (TK-12) Dates Nicolas Valley Elementary School (NVES) Independence Day July 4, 2022 695-7180 Labor Day September 5, 2022 Paloma Elementary School (PES) 302-5165 Pauba Valley Elementary School (PVES) 302-5140 Veteran's Day November 11, 2022 November 21 - 25, 2022 Rancho Elementary School (RES) 695-7150 Thanksgiving Break Dec. 22, 2022 - Jan. 6, 2023 Red Hawk Elementary School (RHES) Winter Break 302-5125 Martin Luther King Jr. Day January 16, 2023 Temecula Elementary School (TES) 695-7130 Lincoln's Birthday February 17, 2023 Temecula Luiseno Elementary (TLES) 294-8340 Tony Tobin Elementary School (TTES) Washington's Birthday February 20, 2023 294-6355 Spring Break March 27 - April 7, 2023 Vail Elementary School (VES) 695-7140 Memorial Day May 29, 2023 Vintage Hills Elementary School (VHES) 695-4260 TK-8 Home INstead INnovation Academy (HIIA) "T" ~ Teacher Preparation Day (TK-12) August 12, 2022 294-6150 (Non-student day) January 9, 2023 Middle Schools Bella Vista Middle School (BVMS) 294-6600 "S" ~ Staff Development Day (TK-12) August 11, 2022 James L. Day Middle School (DMS) 699-8138 Erle Stanley Gardner Middle School (GMS) 699-0080 (Non-student day) November 1, 2022 (Non-student day) January 9, 2023 Margarita Middle School (MMS) 695-7370 Temecula Middle School (TMS) 302-5151 Wednesdays, from 8/24/22 - 5/24/23 Vail Ranch Middle School (VRMS) "SER" ~ Student Early Release (TK-12) 302-5188 (except 12/21/22) High Schools Chaparral High School (CHS) 695-4200 "M" ~ Modified Day (TK-12) August 15, 2022 Great Oak High School (GOHS) 294-6450 Dismissal: December 21, 2022 Temecula Valley High School (TVHS) 695-7300 June 8, 2023 Elem: 12:55 pm; MS: 1:30 pm; HS: 2:15 pm Alternative Education Programs June 9, 2023 ocated at Joan F. Sparkman Alternative Education Center (SAEC) Rancho Vista High School (RVHS) 695-7320 "EM" ~ Elementary Modified Day (TK-5 only) October 10 - 14, 2022 Susan H. Nelson School (SNS) 695-7360 Dismissal: 12:55 pm Temecula Valley Adult School (TVAS) 294-8512 Excelsior Program (EXA) 294-6513 "MM" ~ Middle School October 13, 2022 Temecula Advantage Virtual School (TAVS) 506-7908 Modified Day (6-8 only) October 14, 2022 Charter Schools Temecula Valley Charter School (TVCS) Dismissal: 12:10 pm 294-6775* Temecula Preparatory School (Charter School) 926-6776* March 17, 2023 * Call for information "MHM" ~ Middle & High School Modified Day (6-12 only) District Administration Dismissal: MS: 12:10 pm; HS 1:15 pm District Administration Center (DO) 676-2661 Transportation (MOT) 695-7110 "HM" ~ High School Modified Days(9-12 only) October 25, 2022 Maintenance and Operations (MOT) 695-7115 Dismissal: 1:15 pm December 20, 2022 *subject to change, based on college board PSAT date.

School	Regular Day	Student Early Release
Chaparral, Great Oak & Temecula Valley High Schools	8:30 am - 3:30 pm	8:30 am - 2:15 pm
Rancho Vista High School	8:45 am - 3:10 pm	8:45 am - 1:41 pm
Middle Schools	8:00 am - 2:30 pm	8:00 am - 1:30 pm
Elementary Schools	8:50 am - 3:15 pm	8:50 am - 12:55 pm
Home Instead Innovation Academy (TK-8)	8:00 am - 2:30 pm	n/a
AM Kindergarten	8:50 am - 12:55 pm	n/a
PM Kindergarten	10:25 am - 2:30 pm	8:50 am - 12:55 pm
Charter Schools	Call School	Call School

APPENDIX A-3 STUDENT/TEACHER CALENDAR 2023-2024

Temecula Valley Unified School District

Student/Teacher Calendar 2023/2024 School Year

H - Holidays & School Breaks

M - Modified Day (K-12)

T - Teacher Preparation Day (K-12 Non-student day EM - Elem. Modified Day (K-5 only)

S - Staff Development Day (K-12 Non-student day)

MM - Modified Day (6-8 only)

MHM - Modified Day (6-12 only)

MHLS (6-12 only) Late Start - MS & HS

180 student days

184 teacher days

HM - Modified Day (9-12 only)

Board Approved 12/14/2021

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	September									
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24	25 MHLS	26	27 EM	28	29	30				
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Holidays and Breaks:

184 teacherdays Jul 4 Independence Day Dec 20

M-First semester ends Sep 4 Labor Day Dec 21-Jan 5 Nov 10 Veterans Day Jan 15 Martin Luther King Jr. Day Nov 20-24 Thanksgiving Break Feb 16 Lincoln's Birthday

Feb 19 Washington's Birthday Mar 25-Apr 5 Spring Break (Easter 3/31/24 May 27 Memorial Day

Temecula Valley Unified School Distr	ict		Page 2 of 2
Student/Teacher Calendar		Crisis Information Line 506-79	900
2023/2024 School Year	Board Approved 12/14/2021		
2023/2024 3011001 1001	Board / (pprovod 12/1-#/2021		
		School Listing	
Calendar Dates	<u> </u>	<u>Site</u>	<u>Phone</u>
"H" ~ Holidays & School Breaks (K-12)	Dates	Home INstead INnovation Academy	294-6150
		Elementary Schools:	
Independence Day	July 4, 2023	Alamos Elementary School (AES)	294-6760
Labor Day	September 4, 2023	Abby Reinke Elementary School (ARES)	302-6610
Veteran's Day	November 10, 2023	Ysabel Barnett Elementary School (BES)	296-5579
Thanksgiving Break	November 20 - 24, 2023	Crow ne Hill Elementary School (CHES)	294-6370
Winter Break	Dec. 21, 2023 - Jan. 5, 2024	French Valley Elementary School (FVES)	926-3643
Martin Luther King Jr. Day	January 15, 2024	Helen Hunt Jackson Elem. School (JES)	302-5199
Lincoln's Birthday	February 16, 2024	Susan La Vorgna Elem. School (LES)	294-6385
Washington's Birthday	February 19, 2024	Nicolas Valley Elementary School (NVES)	695-7180
Spring Break	March 25 - April 5, 2024	Paloma Elementary School (PES)	302-5165
Memorial Day	May 27, 2024	Pauba Valley Elementary School (PVES)	302-5140
		Rancho Elementary School (RES)	695-7150
		Red Haw k Elementary School (RHES)	302-5125
"T" ~ Teacher Preparation Day (K-12)	August 11, 2023	Temecula Elementary School (TES)	695-7130
(Non-student day)	January 8, 2024	Temecula Luiseno Elementary (TLES)	294-6340
		Tony Tobin Elementary School (TTES)	294-6355
"S" ~ Staff Development Day (K-12)	August 10, 2023	Vail Elementary School (VES)	695-7140
(Non-student day)	November 1, 2023	Vintage Hills Elementary School (VHES)	695-4260
(Non-student day)	January 8, 2024	Middle Schools	
		Bella Vista Middle School (BVMS)	294-6600
"M" ~ Modified Day (K-12)	August 14, 2023	James L. Day Middle School (DMS)	699-8138
,	December 20, 2023	Erle Stanley Gardner Middle School (GMS)	699-0080
	June 6, 2024	Margarita Middle School (MMS)	695-7370
	June 7, 2024	Temecula Middle School (TMS)	302-5151
		Vail Ranch Middle School (VRMS)	302-5188
"EM" ~ Elementary Modified Day (K-5 only)	August 23, 2023	High Schools	
	ugh 5/22/24 (except 12/20/23)	Chaparral High School (CHS)	695-4200
	October 9 - 13, 2023	Great Oak High School (GOHS)	294-6450
		Temecula Valley High School (TVHS)	695-7300
"MM" ~ Middle School	October 12, 2023	Alternative Education Programs	000.000
Modified Day (6-8 only)	October 13, 2023	Located at Joan F. Sparkman Alternative Education Cen	ter (SAEC)
mouniou buy (o o omy)	0010001 10, 2020	Rancho Vista High School (RVHS)	695-7320
"MHM" ~ Middle & High School	March 15, 2024	Susan H. Nelson School (SNS)	695-7360
Modified Day (6-12 only)	Walter 10, 2024	Temecula Valley Adult School (TVAS)	294-6512
Middiffed Day (0-12 offiny)		Excelsior Program (EXA)	294-6513
"HM" ~ High School Modified Days(9-12 only)	*October 2023 - Date TBD	Temecula Advantage Virtual School (TAVS)	506-7908
Tilly Tilgit oction wouthed bays (3-12 only)	December 19, 2023	Charter Schools	300-7300
to be determined, based on college board PSAT of	-,	Temecula Valley Charter School (TVCS)	204 6775
to be determined, based on conege board FSAT d	iale.		294-6775*
Dates ("MHLS"): Middle & High School Late Sta	ort Manday DATES:	Temecula Preparatory School (Charter School)	926-6776*
Every Monday starting 8/21/23, ending 5/20/24	art Worlday DATES.		all for information
(RVHS: Mondays and Fridays)		District Administration	
(ITV I IO. IVIDITUAYS ALIU I TIUAYS)		District Administration District Administration Center (DO)	676-2661
		-	
		Transportation (MOT)	695-7110
		Maintenance and Operations (MOT)	695-7115

APPENDIX A-4 STUDENT/TEACHER CALENDAR 2024-2025

Temecula Valley Unified School District

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Student/Teacher Calendar 2024/2025 School Year

H - Holidays & School Breaks

M - Modified Day (K-12)

T - Teacher Preparation Day (K-12 Non-student day EM - Elem. Modified Day (K-5 only)

S - Staff Development Day (K-12 Non-student day)

MM - Modified Day (6-8 only)

MHM - Modified Day (6-12 only)

MHLS (6-12 only) Late Start - MS & HS

180 student days 184 teacher days

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HM - Modified Day (9-12 only)

Board Approved 10/14/2021

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Holidays and Br	eaks:	184	teacher days				
Jul 4	Independence Day		Dec 20	M-First semester ends		Feb 17	Washington's Birthday
Sep 2	Labor Day		Dec 23-Jan 3	Winter Break		Mar 24-Apr 4	Spring Break (Easter 3/31/24
Nov 11	Veterans Day		Jan 20	Martin Luther King Jr. Da	iy	May 26	Memorial Day
Nov 25-29	Thanksgiving Break		Feb 14	Lincoln's Birthday			

Temecula Valley Unified School Dist		Crisis Information Line 506-79	200
Student/Teacher Calendar		Crisis information Line 506-78	100
2024/2025 School Year	Board Approved 12/14/2021		
		School Listing	
Calendar Date	S	<u>Site</u>	<u>Phone</u>
'H" ~ Holidays & School Breaks (K-12)	Dates	Home INstead INnovation Academy	294-6150
		Elementary Schools:	
ndependence Day	July 4, 2024	Alamos Elementary School (AES)	294-6760
_abor Day	September 2, 2024	Abby Reinke Elementary School (ARES)	302-6610
Veteran's Day	November 11, 2024	Ysabel Barnett ⊟ementary School (BES)	296-5579
Thanksgiving Break	November 25 - 29, 2024	Crow ne Hill Elementary School (CHES)	294-6370
Winter Break	Dec. 23, 2024 - Jan. 3, 2025	French Valley Elementary School (FVES)	926-3643
Martin Luther King Jr. Day	January 20, 2025	Helen Hunt Jackson Elem. School (JES)	302-5199
Lincoln's Birthday	February 14, 2025	Susan La Vorgna Elem. School (LES)	294-6385
Washington's Birthday	February 17, 2025	Nicolas Valley Elementary School (NVES)	695-7180
Spring Break	March 24 - April 4, 2025	Paloma Elementary School (PES)	302-5165
Memorial Day	May 26, 2025	Pauba Valley Elementary School (PVES)	302-5140
		Rancho ⊟ementary School (RES)	695-7150
		Red Haw k Elementary School (RHES)	302-5125
'T" ~ Teacher Preparation Day (K-12)	August 13, 2024	Temecula Elementary School (TES)	695-7130
Non-student day)	January 6, 2025	Temecula Luiseno Elementary (TLES)	294-6340
		Tony Tobin Elementary School (TTES)	294-6355
'S" ~ Staff Development Day (K-12)	August 12, 2024	Vail Elementary School (VES)	695-7140
Non-student day)	November 1, 2024	Vintage Hills Elementary School (VHES)	695-4260
Non-student day)	January 6, 2025	Middle Schools	
	•	Bella Vista Middle School (BVMS)	294-6600
"M" ~ Modified Day (K-12)	August 14, 2024	James L. Day Middle School (DMS)	699-8138
• ,	December 20, 2024	Erle Stanley Gardner Middle School (GMS)	699-0080
	June 5, 2025	Margarita Middle School (MMS)	695-7370
	June 6, 2025	Temecula Middle School (TMS)	302-5151
	,	Vail Ranch Middle School (VRMS)	302-5188
'EM" ~ Elementary Modified Day (K-5 only)	August 21, 2024	High Schools	
	ough 5/21/25 (except 12/18/24)	Chaparral High School (CHS)	695-4200
	October 14 - 18, 2024	Great Oak High School (GOHS)	294-6450
	0010001 11 10, 2021	Temecula Valley High School (TVHS)	695-7300
'MM" ~ Middle School	October 17, 2024	Alternative Education Programs	000 7000
Modified Day (6-8 only)	October 18, 2024	Located at Joan F. Sparkman Alternative Education Cen	iter (SAFC)
mounica bay (o-o omy)	O010001 10, 2024	Rancho Vista High School (RVHS)	695-7320
'MHM" ~ Middle & High School	March 14, 2025	Susan H. Nelson School (SNS)	695-7360
Modified Day (6-12 only)	Wal Cit 14, 2023	Temecula Valley Adult School (TVAS)	294-6512
Modified Day (6-12 offig)		Excelsior Program (EXA)	294-6513
"UM" - High School Modified Days (0.12 only)	*October 2024 - Date TBD	Temecula Advantage Virtual School (TAVS)	506-7908
'HM" ~ High School Modified Days(9-12 only)	December 19, 2024	- , , ,	300-7900
to be determined, based on college board PSAT	•	Charter Schools Tempoule Valley Charter School (TVCS)	004.0775
to be determined, based on conege board PSAT	date.	Temecula Valley Charter School (TVCS)	294-6775
Dates ("MHLS"): Middle & High School Late S	tout Manualau DATEO	Temecula Preparatory School (Charter School)	926-6776 Call for informati
· · · · · · · · · · · · · · · · · · ·	tart Monday DATES:		all for informati
Every Monday starting 8/19/24, ending 5/19/25		Biotolica Administration	
(RVHS: Mondays and Fridays)		District Administration	070 0001
		District Administration Center (DO)	676-2661
		Transportation (MOT)	695-7110
		Maintenance and Operations (MOT)	695-7115
		Maintenance and Operations (MOT)	1

APPENDIX B-1 CERTIFICATED SALARY SCHEDULE 'A' 2022-2023

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

Appendix B-1

CERTIFICATED SALARY SCHEDULE "A" 184 Day Work Year 2022-2023

	Α	В	С	D
STEP	BA with up to 44 units	MA/BA + 45	MA + 15 or BA + 60	MA + 30 or BA + 75 w/MA
1	57,630	60,377	63,121	65,868
2	60,515	63,398	66,275	69,155
3	63,398	66,413	69,429	72,454
4	66,275	69,429	72,585	75,747
5	69,154	72,449	75,741	79,042
6	72,038	75,468	78,897	82,334
7	74,921	78,485	82,053	85,633
8	77,798	81,501	85,205	88,924
9	80,682	84,523	88,363	92,219
10	83,562	87,538	91,515	95,515
11			94,672	98,809
12			97,827	102,099
13				105,394
16*				110,506
19*				115,866
22*				121,486
25*				128,228

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

^{*}Longevity steps are available to unit members who fulfill longevity criteria listed in the collective bargaining agreement per Article 9.4.

^{*}Effective 07/01/2022 - Includes longevity increment of 4.85% above previous step for steps 16, 19, & 22.

^{*}Effective 07/01/2022 - Includes longevity increment of 5.55% above previous step for step 25.

APPENDIX B-2 CERTIFICATED SALARY SCHEDULE 'B' 2022-2023

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

Appendix B-2

CERTIFICATED SALARY SCHEDULE "B" 184 Day Work Year 2022-2023

_	Α	В		
STEP	ВА	BA + 15		
1	54,892	54,892		
2	54,892	54,892		
3	54,892	54,892		
4	54,892	57,630		
5		60,515		
6		63,539		
7		66,717		
8		70,055		
9				
10				
11				
12				
13				
16*				
19*				
22*				
25*				

A teacher assigned to a "B" schedule holds either out of state credentials, emergency permits, waivers, or are intern program participants.

APPENDIX B-3 COUNSELOR/LIBRARIAN/BEH HEALTH SUPP SPEC SALARY SCHEDULE 2022-2023

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

Appendix B-3

COUNSELOR/LIBRARIAN/BEHAVIORAL HEALTH SUPPORT SPECIALIST SALARY SCHEDULE 194 Day Work Year 2022-2023

	Α	В	С	D
STEP	BA with up to 44 units	MA/BA + 45	MA + 15 or BA + 60	MA + 30 or BA + 75 w/MA
1	60,730	63,624	66,515	69,409
2	63,767	66,808	69,843	72,875
3	66,808	69,985	73,163	76,352
4	69,843	73,163	76,486	79,820
5	72,872	76,346	79,813	83,292
6	75,913	79,525	83,139	86,768
7	78,945	82,704	86,463	90,235
8	81,987	85,880	89,788	93,704
9	85,025	89,068	93,115	97,175
10	88,054	92,244	96,432	100,646
11			99,765	104,120
12			103,087	107,590
13				111,061
16*				116,448
19*				122,096
22*				128,018
25*				135,123

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

^{*}Longevity steps are available to unit members who fulfill longevity criteria listed in the collective bargaining agreement per Article 9.4.

^{*}Effective 07/01/2022 - Includes longevity increment of 4.85% above previous step for steps 16, 19, & 22.

^{*}Effective 07/01/2022 - Includes longevity increment of 5.55% above previous step for step 25.

APPENDIX B-4 PSYCHOLOGIST/LIC.CLIN.SOC.WRKR/BEHAV.ANALYST SALARY SCHEDULE 2022-2023

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

Appendix B-4

PSYCHOLOGIST/LICENSED CLINICAL SOCIAL WORKER/BEHAVIOR ANALYST SALARY SCHEDULE 189 Day Work Year 2022-2023

	Α	В	С	D
STEP	BA with up to 44 units	MA/BA + 45	MA + 15 or BA + 60	MA + 30 or BA + 75 w/MA
1	68,262	71,516	74,752	78,007
2	71,367	74,771	78,153	81,553
3	74,473	78,024	81,553	85,103
4	77,876	81,592	85,282	88,992
5	80,730	84,577	88,406	92,253
6	83,757	87,750	91,720	95,712
7	86,861	91,001	95,121	99,261
8	89,964	94,254	98,520	102,809
9	93,055	97,492	101,903	106,338
10	96,175	100,761	105,322	109,906
11			108,687	113,414
12			112,087	116,965
13				120,513
16*				126,357
19*				132,485
22*				138,911
25*				146,621

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

^{*}Longevity steps are available to unit members who fulfill longevity criteria listed in the collective bargaining agreement per Article 9.4.

^{*}Effective 07/01/2022 - Includes longevity increment of 4.85% above previous step for steps 16, 19, & 22.

^{*}Effective 07/01/2022 - Includes longevity increment of 5.55% above previous step for step 25.

APPENDIX B-5 LEAD NURSE CERTIFICATED SALARY SCHEDULE 2022-2023

Appendix B-5

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE - LEAD NURSE 194 Day Work Year 2022-2023

	Α	В	С	D
STEP	BA with up to 44 units	MA/BA + 45	MA + 15 or BA + 60	MA + 30 or BA + 75 w/MA
1	63,894	66,938	69,982	73,027
2	67,093	70,290	73,482	76,671
3	70,290	73,632	76,977	80,330
4	73,482	76,977	80,476	83,979
5	76,671	80,322	83,975	87,635
6	79,869	83,671	87,472	91,285
7	83,065	87,016	90,971	94,941
8	86,257	90,361	94,466	98,590
9	89,453	93,711	97,967	102,242
10	92,643	97,052	101,463	105,897
11			104,962	109,549
12			108,460	113,197
13				116,851
16*				122,519
19*				128,461
22*				134,691
25*				142,166

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

^{*}Longevity steps are available to unit members who fulfill longevity criteria listed in the collective bargaining agreement per Article 9.4.

^{*}Effective 07/01/2022 - Includes longevity increment of 4.85% above previous step for steps 16, 19, & 22.

^{*}Effective 07/01/2022 - Includes longevity increment of 5.55% above previous step for step 25.

APPENDIX B-6 HEALTH AND WELFARE BENEFITS INFORMATION



TEMECULA VALLEY UNIFIED SCHOOL DISTRICT CERTIFICATED HEALTH AND WELFARE BENEFITS INFORMATION 2022-2023 ANNUAL INSURANCE RATES

1. Life Insurance \$25,000

Full-time Employee \$39.12

2. Delta Dental & VSP Vision Insurance

Full-time Employee, including dependents \$1,302.00

Delta Dental w/ Orthodoentia & VSP Vision Insurance

\$1,681.20

Full-time Employee, including dependents

3. Medical Insurance

Full-time Employee, including dependents

	Medical/Dental/Vision	Medical/Dental/Vision**
Plan Options	Monthly	Monthly***
	District Contribution	Full Time Employee Cost
SISC - PPO 40464A	\$937.25	\$748.25
SISC - PPO 40464B	\$937.25	\$237.25
SISC - PPO 40464C	\$937.25	\$517.25
SISC – HAS-A	\$937.25	\$380.25
SISC - HMO 57AHCA	\$937.25	\$541.25
SISC – KAISER	\$937.25	\$588.25
SISC – Anchor Bronze (EE only)*	\$615.00	\$0.00
SISC - Anchor Bronze (EE +		
Child(ren))*	\$937.25	\$28.75
Total Annual District Contribution	\$11,247.00	

^{*}Anchor Bronze plans exclude dental/vision coverage and spouse/registered domestic partner.

^{**}Assumes Delta Dental coverage without Orthodontia

^{***}Anticipated rate increase effective 10/1/2022.

APPENDIX B-7 ROTC SALARY SCHEDULE 2022-2023

Appendix B-7

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE - ROTC 194 Day Work Year 2022-2023

Salary for each ROTC teacher will be calculated by MIP x 1.108. TVUSD will adjust the salary based on notification by the Federal Government of a change in a specific teacher's MIP.

TVHS	ROTC Teacher 1	
	ROTC Teacher 2	
CHS	ROTC Teacher 1	
	ROTC Teacher 2	
GOHS	ROTC Teacher 1	
	ROTC Teacher 2	
	ROTC Teacher 3	

APPENDIX B-8 SPEECH & LANGUAGE PATHOLOGIST SALARY SCHEDULE 2022-2023

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

Appendix B-8

SPEECH & LANGUAGE PATHOLOGIST SALARY SCHEDULE 184 Day Work Year 2022-2023

	Α	В	С	D
STEP	BA with up to 44 units	MA/BA + 45	MA + 15 or BA + 60	MA + 30 or BA + 75 w/MA
1	61,733	64,535	67,332	70,134
2	64,674	67,614	70,549	73,484
3	67,614	70,687	73,764	76,849
4	70,549	73,764	76,983	80,205
5	73,482	76,841	80,199	83,563
6	76,423	79,921	83,416	86,921
7	79,361	82,996	86,634	90,284
8	82,297	86,072	89,847	93,638
9	85,238	89,152	93,068	96,997
10	88,173	92,226	96,282	100,358
11			99,500	103,717
12			102,715	107,072
13				110,432
16*				115,787
19*				121,403
22*				127,291
25*				134,356

^{*}Longevity steps are available to unit members who fulfill longevity criteria listed in the collective bargaining agreement per Article 9.4.

^{*}Effective 07/01/2022 - Includes longevity increment of 4.85% above previous step for steps 16, 19, & 22.

^{*}Effective 07/01/2022 - Includes longevity increment of 5.55% above previous step for step 25.

APPENDIX B-9 CAREER TECHNICAL EDUCATION SALARY SCHEDULE 2022-2023

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT

Appendix B-9

CAREER TECHNICAL EDUCATION SALARY SCHEDULE 184 Day Work Year 2022-2023

	Α	В	С	D	Е	F
STEP	Designated Subject Credential (DSC)	DSC + 15	DSC + 30	Master of Field (MoF) or DSC + 45	Master of Field (MoF) + 15 or DSC + 60	Master of Field (MoF) + 30 or DSC + 75 w/MoF
1	55,491	55,491	57,630	60,377	63,121	65,868
2	55,491	55,491	60,515	63,398	66,275	69,155
3	55,491	55,491	63,398	66,413	69,429	72,454
4	55,491	57,630	66,275	69,429	72,585	75,747
5		60,515	69,154	72,449	75,741	79,042
6		63,539	72,038	75,468	78,897	82,334
7		66,717	74,921	78,485	82,053	85,633
8		70,055	77,798	81,501	85,205	88,924
9			80,682	84,523	88,363	92,219
10			83,562	87,538	91,515	95,515
11					94,672	98,809
12					97,827	102,099
13						105,394
16*						110,506
19*						115,866
22*						121,486
25*						128,228

A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.

^{*}Longevity steps are available to unit members who fulfill longevity criteria listed in the collective bargaining agreement per Article 9.4.

^{*}Effective 07/01/2022 - Includes longevity increment of 4.85% above previous step for steps 16, 19, & 22.

^{*}Effective 07/01/2022 - Includes longevity increment of 5.55% above previous step for step 25.

APPENDIX C-1 STIPEND SCHEDULE 2022-2023

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA 2022-2023

App. C-1 (Page 1 of 2) Eff. 7/1/2022

APPENDIX C-1: SPORTS STIPENDS Stipend/Extra Duty Base: \$ 57,630

					HIC	3H SCH	10	OL AT	HLE	TIC ST	IPE	NDS							٦
														Jr. VA	RSITY				┫
		١	/ARSITY	COACH	Jr. VARSITY COACH		OACH	FROSH COACH		RESERVE COACH			ASSISTANT COACH						
SPORT		# OF STIPENDS	% of Stipend / Extra Duty Base	AMOUNT PER STIPEND	# OF STIPENDS	% of Stipend / Extra Duty Base		AMOUNT PER STIPEND	# OF STIPENDS	% of Stipend / Extra Duty Base		AMOUNT PER STIPEND	# OF STIPENDS	% of Stipend / Extra Duty Base	AMOUNT PER STIPEND	# OF STIPENDS	% of Stipend / Extra Duty Base	AMOUNT PER STIPEND	
BASEBALL	BOYS	1	8%	\$ 4,610	1	6%	\$	3,458	1	5%	\$	2,882							\neg
BACKETBALL	BOYS	1	8%	\$ 4,610	1	6%	\$	3,458	1	5%	\$	2,882							
BASKETBALL	GIRLS	1	8%	\$ 4,610	1	6%	\$	3,458	1	5%	\$	2,882							
COMPETITIVE CHEER	GIRLS	1	8%	\$ 4,610															
CROSS	BOYS	1	7%	\$ 4,034			Г				Г								┨
COUNTRY	GIRLS	1	7%	\$ 4,034															┨
FIELD HOCKEY	GIRLS	1	7%	\$ 4,034	1	5%	\$	2,882											
FOOTBALL	BOYS	1	10%	\$ 5,763	1	6%	\$	3,458	1	6%	\$	3,458				7	6%	\$ 3,45	8
TOOTBALL	GIRLS												1	3%	\$ 1,729				
GOLF	BOYS	1	6%	\$ 3,458															\sqcup
	GIRLS	1	6%	\$ 3,458	1	4%	_	2,305	_		L								_
LACROSSE	BOYS	1	7%	\$ 4,034	1	5%	\$	_	_		L					\perp			4
	GIRLS	1	7%	\$ 4,034	1	5%	_	2,882	_		L								\dashv
SOCCER	BOYS	1	7%	\$ 4,034	1	5%	_	2,882	_	-01	_		_	-07					\dashv
	GIRLS	1	7%	\$ 4,034	1	5%	\$	2,882	1	4%	5	2,305	1	4%	\$ 2,305	\vdash			\dashv
SOFTBALL	GIRLS	1	8%	\$ 4,610	1	6%		3,458	1	5%	\$	2,882							\Box
SWIMMING	BOYS	1	8%	\$ 4,610	1	6%		3,458	_		L								\dashv
	GIRLS	1	8%	\$ 4,610	1	6%	_	3,458	_		L								\dashv
TENNIS	BOYS	1	7%	\$ 4,034	1	5%	\$	2,882	_		H								\dashv
	GIRLS	1	7% 8%	\$ 4,034	1	5%	\$	2,882	\vdash		\vdash					4	6%	¢ 2.45	-
TRACK	GIRLS	1	8%	\$ 4,610			\vdash		\vdash		\vdash					1	6%	\$ 3,45	
	BOYS	1	8%	\$ 4,610	1	6%	¢	3,458	\vdash		\vdash		_			-	0,0	J 3,43	Ť
VOLLEYBALL	GIRLS	1	8%	\$ 4,610	1	6%	_	3,458	1	5%	5	2,882	1	4%	\$ 2,305				\dashv
	BOYS	1	8%	\$ 4,610	1	6%		3,458	Ť		Ť	_,	_		+ -,				ㅓ
WATER POLO	GIRLS	1	8%	\$ 4,610	1	6%		3,458			Г		1	4%	\$ 2,305				┨
MIDESTURIO	BOYS	1	8%	\$ 4,610	1	6%		3,458	1	5%	\$	2,882							ヿ
WRESTLING	GIRLS	1	4%	\$ 2,305															\Box
ATHLETIC TRAINER	ALL	3	8%	\$ 4,610															
SCHOOL DISCRETION	ANY	6		\$ 500															

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA 2022-2023

App. C-1 (Page 2 of 2) Eff. 7/1/2022

APPENDIX C-1: SPORTS STIPENDS

	MIDDLE SCHOOLS												
	# OF STIPENDS	% of Stipend / Extra Duty Base	AMOUNT PER STIPEND										
ANY INTRAMURAL	1	5%	\$ 2,882										

ATHLETIC EVENT SUPPORT POSITIONS										
SPORT	ACTIVITY	POSITION	STIPEND PER EVENT	MAXIMUM EVENTS						
FOOTBALL, BASKETBALL, WRESTLING	VARSITY	ANNOUNCER	\$17	25						
FOOTBALL	JR. VARSITY & FRESHMAN	TIMER	\$12	25						
BASKETBALL	ALL	TIMER	\$12	25						
WRESLING	ALL	TIMER	\$12	10						
TRACK		TIMER/JUDGE	\$12	5						
SWIMMING		TIMER/JUDGE	\$12	5						

HIGH SCHOOL C.I.F. PLAYOFFS - Extension Team competitions: 10% of sport compensation paid per week (also for individual sports). District to determine the number of coaches to accompany players to CIF playoffs.

APPENDIX C-2 EXTRA DUTY STIPEND SCHEDULE 2022-2023

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA 2022-23

App. C-2 (Page 1 of 2) Eff. 7/1/2022

Stipend/Extra Duty Base: \$57,630

APPENDIX C-2: EXTRA-DUTY STIPENDS

ELEMENTARY									
NUMBER OF % of Stipend / AMOUNT									
ACTIVITY	POSITION	STIPENDS	Extra Duty Base	PER STIPEND					
YEARBOOK	ADVISOR	1	3.75%	\$2,161					
STUDENT COUNCIL	ADVISOR	1	3.75%	\$2,161					
SCHOOL DISCRETION	ANY	1	4.00%	\$2,305					
COMBO CLASS	Each Tea	acher	4.50%	\$2,593					

MIDDLE SCHOOL								
Visual and Performing Arts Stipends (VAPA)								
BAND	DIRECTOR	1	4%	\$2,305				
CHORUS	DIRECTOR	1	4%	\$2,305				
VAPA	DIRECTOR	1	4%	\$2,305				
	Other	Stipends						
YEARBOOK	ADVISOR	1	5%	\$2,882				
A.S.B.	ADVISOR	1	5%	\$2,882				
SCIENCE OLYMPIAD	ADVISOR	1	3%	\$1,729				

ALTERNATIVE HIGH SCHOOL									
YEARBOOK	ADVISOR	1	2.50%	\$1,441					
STUDENT COUNCIL	ADVISOR	1	1.25%	\$720					
*LEAD TEACHER - NHS, TAVS, EXCELSIOR	LEAD TEACHER - NHS, TAVS, EXCELSIOR \$54.69 PER SECTION PLUS \$703.28								

OTHER ASS	OTHER ASSIGNMENTS								
DESCRIPTION	BASIS OF PAY		AMOUNT						
SPEECH & LANGUAGE PATHOLOGIST CLINICAL FIELDWORK YEAR SUPERVISOR	ANNUAL	\$1,000							
SPEECH AND LANGUAGE PATHOLOGIST INTERN SUPERVISOR	PER SEMESTER	\$500							
INTERN SUPPORT PROVIDER FIELDWORK YEAR SUPERVISOR	ANNUAL	\$1,500							
*NEW TEACHER ORIENTATION	HOUR	\$42							
STAFF/CURRICULUM DEVELOPMENT	HOUR		\$50						
DIRECT STUDENT INSTRUCTION	HOUR	Por Di	om Hourly Date						
SUMMER SCHOOL and AFTER SCHOOL INSTRUCTION	HOUR	Per Diem Hourly Rate							
*HOME TEACHING	HOUR	\$60.49							
DISTRICT STAFF TRAINERS	HOUR HOUR	\$70 NON-CONTRACT DAY \$35 CONTRACT DAYS							

^{*}Indexed to compensation percent increases

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA 2022-23

App. C-2 (Page 2 of 2) Eff. 7/1/2022

APPENDIX C-2: EXTRA-DUTY STIPENDS

	HIGH S	CHOOL									
		NUMBER OF	% of Stipend /	AMOUNT							
ACTIVITY	POSITION	STIPENDS	Extra Duty Base	PER STIPEND							
	PEP and Band Stipends										
PEP - VARSITY/FALL	COACH	1	6%	\$3,458							
PEP - VARSITY/WINTER	COACH	1	6%	\$3,458							
PEP - JR. VARSITY/FALL	COACH	1	5%	\$2,882							
PEP - JR. VARSITY/WINTER	COACH	1	5%	\$2,882							
PEP - FRESHMAN/FALL	COACH	1	4%	\$2,305							
PEP - FRESHMAN/WINTER	COACH	1	4%	\$2,305							
BAND - MARCHING	DIRECTOR	1	10%	\$5,763							
BAND - MARCHING	ASSISTANTS	3	6%	\$3,458							
Academic Stipends											
ACADEMIC DECATHLON	COACH	1	7%	\$4,034							
MOCK TRIAL	COACH	1	7%	\$4,034							
SCIENCE OLYMPIAD	COACH	1	7%	\$4,034							
	Visual and Performing	Arts Stipends	(VAPA)								
CHORUS	DIRECTOR	1	8%	\$4,610							
DRAMA	DIRECTOR	1	8%	\$4,610							
DANCE	DIRECTOR	1	8%	\$4,610							
	Other 9	tipends	•								
HIGH SCHOOL ACTIVITIES	DIRECTOR	1	12%	\$6,916							
NEWSPAPER	ADVISOR	1	5.5%	\$3,170							
YEARBOOK	ADVISOR	1	6%	\$3,458							
*H.S. DEPARTMENT	CHAIR		\$54.69 PER S	ECTION PLUS \$703.28							
CLASS ADVISORS	SENIOR	1		\$255							
CLASS ADVISORS	JUNIOR	1		\$255							
CLASS ADVISORS	SOPHOMORE	1	\$255								
CLASS ADVISORS	FRESHMAN	1	\$255								

^{*}Indexed to compensation percent increases

APPENDIX D-1 CERTIFICATED CONTRACT GRIEVANCE FORM – LEVEL II



APPENDIX D-1

CERTIFICATED CONTRACT GRIEVANCE FORM – LEVEL II Article 16 – Grievance/Arbitration Procedure (16.3.2)

Submission of Complaint – All portions of this section must be completed by the grievant	
Submission of Complaint - Air portions of this section must be completed by the grievani	L
Employee Name:	
Reason for Appeal:	
Remedy Sought:	
Employee's Signature:	Date:
Upon completion of this section, grievant shall present original and copies #2 and #3 (Designee). Copy #4 should be retained by grievan	to Superintendent/Asst. Supt. HRD at.
Superintendent/Assist.Supt. HRD (Designee)'s Response:	
Superintendent/Designee's Signature:	Date:
Upon completion of this section, Designee shall retain original, present forward copy #3 to Principal. The original and all attachments	copy #2 to grievant and shall be filed.

Q:\HRD\HRD DEPARTMENT\FORMS\D-1 Grievance Form Level II

APPENDIX D-2 CERTIFICATED CONTRACT GRIEVANCE FORM – LEVEL III



APPENDIX D-2

CERTIFICATED CONTRACT GRIEVANCE FORM – LEVEL III Article 16 – Grievance/Arbitration Procedure (16.3.3)

REQUEST FOR MEDIA	ATION					
This section must be completed by the grievant. A copy of the completed Grievance Form – Level II must be attached.						
I hereby request this grieva	ance be moved to Level III, Mediation.					
My representative is:						
Employee's Signature:	Date:					

Q:\HRD\HRD\DEPARTMENT\FORMS\D-2 Grievance Form Level III

APPENDIX D-3 CERTIFICATED CONTRACT GRIEVANCE FORM – LEVEL IV



APPENDIX D-3

CERTIFICATED CONTRACT GRIEVANCE FORM – LEVEL IV Article 16 – Grievance/Arbitration Procedure (16.3.4)

REQUEST FOR GOVE	ERNING BOARD HEARING	
This section must be com Levels II and III must be	upleted by the grievant. Copy #3 of the completed Grievance I attached.	Form –
	Governing Board of the Temecula Valley Unified School Distree outlined in the attachments.	rict hear
M		
My representative is: _		
Employee's Signature	Date:	

Q:\HRD\HRD DEPARTMENT\FORMS\D-3 Grievance Form Level IV

Updated: March 2019 / 070-2546

APPENDIX E-1 TEACHER GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT TEACHER GOAL SETTING FORM

Employee Nam	e:	Employee #:		Site:		
Title/Subject/Grade Level: Employment Status:						
Date of Confere	ence:	Evaluating Administr	ator:			
SECTION 1:	SECTION 1: TEACHING STANDARDS					
Standard I:						
Standard II:						
	Standard III: Understanding and Organizing Subject Matter for Student Learning					
Standard IV:	Planning Instruction and I		riences for All Studer	nts		
Standard V:	Assessing Student Learnin					
Standard VI:	Developing as a Profession	nal Educator				
SECTION 2:	GOALS AND OBJECTI	VES				
DISTRICT GO	AL (Related to Teaching S	Standard #)				
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)			
SITE GOAL (F	Related to Teaching Standa	ard #)				
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)			
PERSONAL G	OAL (Related to Teaching	Standard #				
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)			
Evaluator's Sig	Evaluator's Signature Date Evaluatee's Signature Date					

APPENDIX E-2(a) TEACHER EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT TEACHER EVALUATION REPORT

Employee Name:		Employee #:		Site:				
Title/Subject/Grade Date of Conference:		Employment Status: (Check one) Evaluating Administra	☐ Intern ☐ Probationary (☐ 0 ☐ 1 ☐ 2) ☐ Permanent					
SECTION 1: EV	VALUATION OF P	PERFORMANCE						
Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Mo Standards (Requires In	eets District	1 =	*Does No Standard (Unsatis		District
	*These ratings require a comment in Section 3: Comments by Evaluator. *Requires completion of evaluation report addendum.							
Stan	dard I. Engaging & St Rating: 4	upporting All Students	in Learning 1		4	3	2	1
Connecting student	ts' prior knowledge, life	experience, and interest	s with learning goals					
Using a variety of i	nstructional strategies a	nd resources to respond	to students' diverse r	needs.				
Facilitating learning	g experiences that prome	ote autonomy, interactio	on, and choice.					
• Engaging students i matter meaningful.		ical thinking, and other a	nctivities that make su	ıbject				
Promoting self-dire	ected, reflective learning	for all students.						
Standard II.	Creating & Maintaining Rating: 4	Effective Environments 3 2	s for Student Learning 1	g	4	3	2	1
• Creating a physical	l environment that engag	ges all students.						
Establishing a climater	ate that promotes fairne	ss and respect.						
Promoting social de	evelopment and group re	esponsibility.						
Establishing and ma	aintaining standards for	student behavior.						
Planning and imple	ementing classroom proc	cedures and routines that	support student learn	ning.				
Using instructional	time effectively.							

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Standard III. Understanding & Organizing Subject Matter for Student Learning Rating: 4 3 2 1	4	3	2	1
Demonstrating knowledge of subject matter content and student development.				
Organizing curriculum to support student understanding of subject matter.				
• Interrelating ideas and information within and across subject matter areas.				
• Developing student understanding through instructional strategies that are appropriate to the subject matter.				
• Using materials, resources and technologies to make subject matter accessible to students.				
Standard IV. Planning Instruction & Designing Learning Experiences for All Students Rating: 4 5 5 1 2 1	4	3	2	1
• Drawing on and valuing students' backgrounds, interests, and developmental learning needs.				
Establishing and articulating goals for student learning.				
• Developing and sequencing instructional activities and materials for student learning.				
Designing short-term and long-term plans to foster student learning.				
Modifying instructional plans to adjust for student needs.				
Standard V. Assessing Student Learning Rating: 4 5 3 5 1	4	3	2	1
• Establishing and communicating learning goals for all students.				
• Establishing and communicating learning goals for an students.				
Collecting and using multiple sources of information to assess student learning.				
Collecting and using multiple sources of information to assess student learning.				
 Collecting and using multiple sources of information to assess student learning. Involving and guiding all students in assessing their own learning. 				
 Collecting and using multiple sources of information to assess student learning. Involving and guiding all students in assessing their own learning. Using the results of assessments to guide instruction. 				
 Collecting and using multiple sources of information to assess student learning. Involving and guiding all students in assessing their own learning. Using the results of assessments to guide instruction. Communicating with students, families, and other audiences about student progress. Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures. Standard VI. Developing As a Professional Educator	4	3	2	1
 Collecting and using multiple sources of information to assess student learning. Involving and guiding all students in assessing their own learning. Using the results of assessments to guide instruction. Communicating with students, families, and other audiences about student progress. Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures. Standard VI. Developing As a Professional Educator Rating: A B C D D<!--</td--><td>4</td><td>3</td><td>2</td><td>1</td>	4	3	2	1
 Collecting and using multiple sources of information to assess student learning. Involving and guiding all students in assessing their own learning. Using the results of assessments to guide instruction. Communicating with students, families, and other audiences about student progress. Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures. Standard VI. Developing As a Professional Educator Rating: 4 3 2 1 Reflecting on teaching practice and planning professional development. 	4	3	2	1
 Collecting and using multiple sources of information to assess student learning. Involving and guiding all students in assessing their own learning. Using the results of assessments to guide instruction. Communicating with students, families, and other audiences about student progress. Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures. Standard VI. Developing As a Professional Educator Rating: 4 3 2 1 Reflecting on teaching practice and planning professional development. Establishing professional goals and pursuing opportunities to grow professionally. 	4	3	2	1
 Collecting and using multiple sources of information to assess student learning. Involving and guiding all students in assessing their own learning. Using the results of assessments to guide instruction. Communicating with students, families, and other audiences about student progress. Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures. Standard VI. Developing As a Professional Educator Rating: 4 3 2 1 Reflecting on teaching practice and planning professional development. 	4	3	2	1

SECTION 2: RATING OF STANDARDS

- 1. A Teacher who receives a majority of 4's under any one (1) Standard shall receive a Rating of 4 for that Standard.
- 2. A Teacher who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that Standard.
- 3. A Teacher who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.
- 4. A Teacher who receives two (2) or more 2's in Elements of any one (1) Standard shall receive a Rating of 2 for that Standard.
- 5. A Teacher who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of 2 for that Standard.
- 6. A Teacher who receives two (2) or more 1's in Elements under any one (1) Standard shall receive a Rating of 1 for that Standard.
- A Teacher who receives a Rating of 1 on any one (1) Standard excluding Standard VI on the Final Evaluation

		be referred for PAR participation.	on the Final Evaluation,
Assistance Plan R PAR Assistance M (Check if applicable)	• '		
		2 or 1 in more than one (1) Stan equired to have an Assistance Plan o	
SECTION 3: COMMENTS B	Y EVALUATOR		
Areas of expected growth/addition	nai comments:		
SECTION 4: COMMENTS B Evaluatee may also attach additi Comments must be submitted in	onal written respons	te. If additional comments are attack (5) working days.	ned, check here:
I certify that this report has been agreement.	discussed with me.	I understand that my signature doe	s not necessarily indicate
Evaluator's Signature	Date	Evaluatee's Signature	Date

APPENDIX E-2(b) TEACHER EVALUATION REPORT CRITERIA

Rating Scale: 4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District (Requires Improvem *Requires Comme	ent)	Not Meet District Standards (Unsatisfactory) Requires Comment
Standard I. Engaging & Supporting All Students in Learning	4	3	2	1
Connecting students' prior knowledge, life experience, and interests with learning goals.	The teacher facilitates as students connect and apply their prior knowledge, life experiences and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instruction.	The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding.	The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher does not elicit student questions or comments during a lesson.
Using a variety of instructional strategies and resources to respond to students' diverse needs.	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, and makes adjustments while teaching to respond to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully and makes some adjustments to respond to students' needs.	The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students' needs.	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or the instructional goals. No adjustments are made to respond to students' needs.
Facilitating learning experiences that promote autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy and choice in the pursuit of significant learning.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy and choice and to encourage and support student involvement in learning.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction and choice.	Learning experiences are directed by the teacher, permitting no student autonomy, interaction or choice.
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	Learning opportunities are provided that extend student thinking and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.
Promoting self-directed, reflective learning for all students.	Students take initiative for their own learning, and reflect on, talk about and evaluate their own work with peers.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.	Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.	No opportunities are provided for students to initiate their own learning or to monitor their own work.

Rating Scale: 4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District (Requires Improvement *Requires Comment	ent)	Not Meet District Standards (Unsatisfactory) Requires Comment
Standard II. Creating & Maintaining Effective Environments for Student Learning	4	3	2	1
Creating a physical environment that engages all students.	The arrangement of the physical environment ensures safety and accessibility and facilitates constructive interaction and purposeful engagement for all students in learning activities.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.
Establishing a climate that promotes fairness and respect.	Students ensure that a climate of equity, caring and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behavior is unfair or inequitable.
Promoting social development and group responsibility.	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership and are responsible for themselves and their peers.	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.	Students' social development, self-esteem and diversity are not supported, and students have no sense of responsibility for each other.
Establishing and maintaining standards for student behavior.	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	No standards for behavior appear to have been established, or students are confused about what the standards are.
Planning and implementing classroom procedures and routines that support student learning.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.	Procedures and routines work smoothly, with no loss of instructional time.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Classroom procedures and routines have not been established or are not being enforced.
Using instructional time effectively.	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.

Rating Scale: 4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District (Requires Improvement *Requires Comment	ent)	Not Meet District Standards (Unsatisfactory) Requires Comment
Standard III. Understanding & Organizing Subject Matter for Student Learning	4	3	2	1
Demonstrating knowledge of subject matter content and student development.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current.
Organizing curriculum to support student understanding of subject matter.	The curriculum is organized and sequenced and demonstrates concepts, themes and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.	The curriculum is organized and sequenced and demonstrates concepts, themes and skills; reveals and values different perspectives; supports an understanding of core concepts for all students.	The curriculum is loosely organized, inconsistently demonstrates concepts, themes and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students.	The curriculum is not organized and it rarely demonstrates concepts, themes and skills; rarely values different perspectives or rarely supports students' understanding of core concepts.
Interrelating ideas and information within and across subject matter areas.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relates content to their lives and previous learning and uses this to extend their understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives and uses previous learning to extend students' understanding.	The teacher identifies some key concepts and information within the curriculum and attempts to relate content to previous learning without extending students' understanding.	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding.
Developing student understanding through instructional strategies that are appropriate to the subject matter.	A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of enthusiasm for subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically and to extend their knowledge of subject matter.	The teacher may use a few strategies to make the content accessible to student and may encourage some students to think critically or to extend their knowledge of subject matter.	Instructional strategies are not appropriately matched to subject matter content or concepts and do not encourage students to think critically or to extend their knowledge.
Using materials, resources and technologies to make subject matter accessible to students.	A range of instructional materials, resources and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.

Rating Scale: 4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District (Requires Improveme *Requires Commen	ent)	Not Meet District Standards (Unsatisfactory) Requires Comment
Standard IV. Planning Instruction & Designing Learning Experiences for All Students	4	3	2	1
Drawing on and valuing students' backgrounds, interests, and developmental learning needs.	Instructional plans build on students' backgrounds, experiences, interests and developmental needs to support all students' learning.	Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans do not match or reflect students' backgrounds, experiences, interests and developmental needs, and do not support students' learning.
Establishing and articulating goals for student learning.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.	Short-term and long-term instructional goals are based on students' language, experiences, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	Some instructional goals address students' language, experience and/or home and school expectations. Expectations for students are inconsistent.	Instructional goals are not established or do not address students' language, experience or home and school expectations. Expectations for students are low.
Developing and sequencing instructional activities and materials for student learning.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are partially appropriate to students and the learning goals and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and materials are not appropriate to the students or instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.
Designing short-term and long-term plans to foster student learning.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.	Long-term plans have a coherent structure, with learning activities in individual lessons well- sequenced to promote understanding of concepts.	Long-term plans have recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Individual lesson plans have little or no relation to long term goals, or a unit plan has little recognizable structure.
Modifying instructional plans to adjust for student needs.	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions to ensure deeper conceptual understanding by all students.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Modifications to instructional plans address only superficial aspects of the lesson.	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.

Rating Scale: 4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District (Requires Improveme *Requires Commen	ent)	Not Meet District Standards (Unsatisfactory) Requires Comment
Standard V. Assessing Student Learning	4	3	2	1
Establishing and communicating learning goals for all students.	Learning goals are established by the teacher, students and families; are appropriate to students' needs and the curriculum; and meet District and state expectations. Goals are communicated to all students and families and are revised as needed.	Learning goals are established in relation to students' needs and the curriculum, and meet District and state expectations. Goals are communicated to all students and their families and are revised as needed.	Learning goals are established to meet school and District expectations. Goals are communicated to all students without revision.	Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.
Collecting and using multiple sources of information to assess student learning.	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.
Involving and guiding all students in assessing their own learning.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.	Student reflection and self- assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss it with peers.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	The teacher does not encourage students to reflect on or assess their own work.
Using the results of assessments to guide instruction.	Information from a variety of ongoing assessments is used to plan and modify learning activities and support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information about student learning is inappropriately or not used by the teacher to plan, guide or adjust instruction.
Communicating with students, families, and other audiences about student progress.	Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.	The teacher regularly exchanges information about student learning with students, families and support personnel in ways that improve understanding and encourage academic progress.	The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher provides some information about learning to students, families and support personnel, but the information in incomplete or unclear.

Rating Scale: 4 = Exceeds Di	istrict Standards	3 = Meets District Standards	2 = *Partially Meets District (Requires Improvement *Requires Comment	ent)	Not Meet District Standards (Unsatisfactory) Requires Comment
Standard V. Assessing Stu (Continued)	dent Learning	4	3	2	1
Demonstrating student progress too of grade-level academic standards a results from multiple performance to	as evidenced by	Students demonstrate a uniform pattern of progress towards the attainment of grade-level standards in subject area(s) taught. Students that are members of special populations demonstrate growth according to assessment results and may show increases in excess of normal expectations. The pattern of uniform progress is consistent among subject area(s) and the correlation between grades and assessment results is strong.	Students demonstrate a general pattern of progress towards the attainment of grade-level standards according to performance measures. There is evidence that students who are members of special populations (e.g., ELL, RSP, etc.) are making progress in academic content areas or the subject area(s), though growth may be less, on the average, than students who are not members of a special population. In self-contained settings, there is not a large discrepancy in overall student progress between subject areas.	While the teacher has administered all required assessments and maintained records of progress, students do not demonstrate a general pattern of progress towards attainment of standards in core academic areas or the subject area(s) taught. While some students may demonstrate measurable and significant progress, a large number of students may have demonstrated marginal gains or regressed. In particular, students' baseline scores demonstrated average or above average performance may have progressed, while students with lower baseline assessment scores may have shown little or no progress. In self-contained settings, students may have demonstrated uniform growth in one core academic area, yet shown inconsistent growth in another.	Few students demonstrate progress towards the attainment of grade-level standards according to assessment results. In self-contained settings, students in general show limited or no progress in core academic areas of reading/language arts and mathematics. There may be significant discrepancies between assigned grades and performance measures (e.g., high grades and low performance measures). Record keeping on assessment results may be incomplete and/or the teacher may not have administered assessments on a consistent basis according to established guidelines.

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

APPENDIX E-3(a) ALTERNATIVE TEACHER EVALUATION PROPOSAL

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT ALTERNATIVE TEACHER EVALUATION PROPOSAL

Employee Name:	Employee #:	Site:			
Title/Subject/Grade Level:	Evaluating Administrator:	Date of Conference:			
PARTICIPATION CRITERIA					
♦ Permanent Teacher.					
♦ Mutual agreement for participation in Alternative Evaluation process by Administrator and Certificated employee. If the Administrator and Certificated employee mutually agree to utilize the Certificated Evaluation Report, that transition will take place following the completion of the Mid-Year Evaluation.					
♦ 3 consecutive prior evaluations b	by an administrator with all ratings of '	'4" or "3".			
TYPE OF PROJECT (See pages 4	& 5 for description)				
Action Research Project	Action Research Project National Board Certification Process				
Development of Curriculum U	nit or Course Self-Directed	Professional Growth			
Lesson Study	Site Leadershi	p Role			
☐ Mentoring or Peer Coaching					
DEADLINES:					
♦ Project description submitted a	nd discussed with administrator by Oc	tober 31.			
♦ Mid-year evaluation of project	by January 31.				
♦ Final evaluation of project no la	ater than thirty (30) days before the las	et day of school.			
GOAL:					
What goal(s) will be met through y	our self-directed growth plan?				

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PLANNED RESULTS/OUTCOMES:
What results do you plan to accomplish for each goal?
IMPLEMENTATION:
What strategies/activities will you use to reach your stated goals?
·
What their in a surresponse of development will be completed as next of this was lead?
What training or professional development will be completed as part of this project?
EFFECTIVE INSTRUCTION AND INCREASED STUDENT ACHIEVEMENT:
Describe how your project will promote effective instruction and increased student achievement.

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ADMINISTRATIVE SUPPORT:

Describe the administrative su	pport needed for t	his project.	
☐ Check here if only informal	observations are	required.	
If formal classroom observatio	ns are part of this	project, when should they be sche	duled?
(1)		(2)	
		resentations, trainings, meetings) a	are requested, when
(1)		(2)	
	. Dota	Evaluatao's Signatura	— Data

PROJECT OPTIONS

ACTION RESEARCH PROJECT

This option will allow a teacher to work on a question he or she may have in regard to classroom performance, student needs, or the impact of various teaching methods on learning. The information gathered by the teacher will then be used to improve teaching and student learning. Classroom-based research can be self-directed or done by a group of teachers who have a common interest/question to be researched.

DEVELOPMENT OF CURRICULUM UNIT OR COURSE

This option will provide a teacher with the opportunity to develop an extensive curriculum unit or course of study directly tied to grade level content standards in any subject area.

LESSON STUDY

This option will allow teachers the opportunity to engage in a professional development process to systematically examine their teaching practices. The teacher will work cooperatively with other teachers to plan, teach, observe and critique their lessons based on a selected overarching goal and related research question they want to explore.

MENTORING OR PEER COACHING

Mentors are trusted and experienced practitioners who have an interest in the development of less experienced individuals. Both mentors and mentees can improve professional knowledge, skills, and attitudes by working together. The teacher choosing this option will focus the goals on the areas of growth he/she will accomplish by guiding the growth of another teacher. The mentor will experience the personal challenge that comes from analyzing and reflecting on instruction in order to be able to share that expertise with a colleague. This mentoring relationship is founded on trust, honors confidentiality, and is **not** evaluative.

Peer Coaching is the process through which two professionals work collegially toward a refinement of professional practices, sharing their knowledge of best instructional practices and supporting each other for the purpose of learning new skills. The partners may share common interests or questions about content/pedagogy. Their interaction is based upon an on-going, regularly scheduled dialogue about lesson planning, instructional strategies, and each partner's reflection on his/her own teaching. The partners may or may not choose to actually observe each other in action. For this option to work best, both partners must be committed to facilitating each other's learning and growth. This peer relationship is founded on trust, honor, confidentiality, and is **not** evaluative. The best peer coaches are individuals who communicate well, are open-minded, and strive to improve their teaching skills.

NATIONAL BOARD CERTIFICATION PROCESS

The National Board process is very rigorous and tests the teachers' competence in all domains. This option is a logical choice for teachers who have taken on that challenge. The teacher and administrator should set the annual goals to reflect particular areas of interest to the teacher and should have a minimum of one (1) mid-year conference focusing on progress.

SELF-DIRECTED PROFESSIONAL GROWTH

This option will appeal to teachers who wish to engage in workshops, seminars, or classes to expand their personal repertoires of subject matter content or pedagogical strategies. Many teachers are engaged in professional development activities tied to a school-wide goal and others prefer to chart their own courses of study. Some teachers may use this option as an opportunity to align their lesson plans with academic standards and design appropriate assessments. While making sure that the action plan is closely connected to specific teacher performance standards, the teacher and administrator will find this option to be highly flexible.

SITE LEADERSHIP ROLE

This option will provide teachers the opportunity for instructional leadership. Such leadership would involve development and organization of programs that will positively impact instruction and student achievement. These roles might include, but are not limited to, department or grade level Professional Learning Community lead, Student Study Team Coordinator, GATE Coordinator, Instructional Technology Coordinator, or Literacy Specialist.

APPENDIX E-3(b) MID YEAR CONFERENCE FOR ALTERNATIVE TEACHER EVALUATION

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT MID-YEAR CONFERENCE ALTERNATIVE TEACHER EVALUATION

Employee Name:	Employee #:	Site:
Title/Subject/Grade Level:	Evaluating Administrator:	Date of Conference:
PROJECT TITLE:		
EVALUATEE		
Describe your progress on the successes at this point in the year.	goals and objectives at the mid-ye	ar point. Include challenges and
Describe the aspects of the projec	t to be completed by the end of the y	ear.
Describe the growth as a profession	onal educator that you feel you have	made midway through the project.

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EVALUATOR

Describe the progress you have guidance for achieving more such		e goals and objectives at the mid	-year point. Include
Describe the possible steps to i completed.	include in the seco	ond half of the year on the projec	t, based on the work
Utilize standard Certificated explanation for this transition		ort for the remainder of this evalua	ition cycle. A written
Evaluator's Signature	Date	Evaluatee's Signature	Date

APPENDIX E-3(c) FINAL CONFERENCE FOR ALTERNATIVE CERTIFICATED EVALUATION

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT FINAL CONFERENCE ALTERNATIVE TEACHER EVALUATION

Employee Name:	Employee #:	Site:
Title/Subject/Grade Level:	Evaluating Administrator:	Date of Conference:
PROJECT TITLE:		l
EVALUATEE (Attach a brief sum	mary of this year's project).	
Describe your progress on the goal	s and objectives, including specific ex	xamples and evidence of success.
Describe how implementing the co and evidence of success.	mponents of your project affected stu	ident learning. Include specific examples
_		
Describe the growth as a profession	nal educator you feel that you have m	nade as a result of the project.

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What do you see as your next steps in	professional develo	opment as a result of this project?	
as jou see as jour new steps in	F- 5-555-5444 We felt	P no a result of time projecti	
EVALUATOR			
Describe the professional growth that	you have observed	over the course of this project.	
Describe the project extensions that th	o ovaluatoo could r	nursus Deserbe the nessible learni	ng activities that might
provide challenges for the future.	le evaluatee coulu p	our sue. Describe the possible learning	ng activities that might
Evaluator's Signature	Date	Evaluatee's Signature	Date

APPENDIX E-4(a) NURSE GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT NURSE GOAL SETTING FORM

Employee Name	e :	Employee #:		Site:	
Title/Subject/G	rade Level:	Employment Status: (Check one)	Temporary		
Date of Confere	nce:	Evaluating Administra	ator:		
SECTION 1:	TEACHING STANDAR	DS			
Standard I: Standard II: Standard III: Standard IV:	Quality of School Nurse condition and Record Assessment/Leadership Reducation – The Nurse according to the School Nurse accord	d Keeping. Insure the cooles		-	•
SECTION 2:	GOALS AND OBJECTI	VES			
DISTRICT GO	AL (Related to Teaching S	Standard #)			
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)		
SITE GOAL (R	elated to Teaching Standa	ard #)			
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)		
PERSONAL GO	OAL (Related to Teaching	Standard #			
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)		
Evaluator's Sign	nature	Date	Evaluatee's Signar	ture	Date

APPENDIX E-4(b) NURSE EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT NURSE EVALUATION REPORT

Employee Name:		Employee #:		Site:				
Title/Subject/Grade Level:		Employment Status:] 1 🔲 2)			
Date of Conference:		Evaluating Administra	ator:					
SECTION 1: EV	ALUATION OF F	PERFORMANCE						
Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Me Standards (R Improvemen	lequires	5	*Does No Standards (Unsatisf		District
	ire a comment in Section of evaluation report	on 3: Comments by Eva	aluator.					
	-	lity of School Nurse Ca	re 1		4	3	2	1
Practice. The performand relevant statues, with Interpretive Stat	mance appraisal states, regulations, and policie	cated School Nurse, as "the school nurse evaluas". The school nurse's ps (National Association Sursing).	ntes nursing practice practice is guided by	in relation to the Code for	o profe r Nurs	essional p es (ANA	oractice s .), Code o	tandards of Ethics
• Implements state m	andated screening of vi	sion, hearing and scolios	is.					
Assess immunization	on status of all students	and insure that all are in	compliance.					
Assess tuberculosis	status on all students a	nd insure that all are in c	ompliance.					
Evaluates the CHD managing students		rements for kindergarten	and first grade stude	ents, case				
Participate in tuber	culosis clinic for staff/ve	olunteers as assigned.						
	e the health and develop health factors related to	pmental status of student the learning process.	s to identify specific	physical				
	unicate with parents, most or modify the student	edical providers and age t's educational plans.	ncies to acquire or c	contribute				
	ment individual health directed by the physicia	n plans to meet the he ans.	ealth needs of the	students,				
	nd nursing findings app o the staff directly invol	propriate to the student's lved.	educational needs a	and make				
Counsel students as	nd parents in appropriate	e referrals for community	y health services.					
Assist parents and	students with health-rela	ated attendance problems	s.					
Maintain standards	of emergency care for s	students by responding to	emergency care.					
 Assist in teaching twelfth grade setting 		grams that are assigned	in preschool or kind	ergarten-				

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Standard II. Documentation and Record Keeping. Insure the continuity and completion of records and reports as required. Rating: 4 3 2 1	4	3	2	1
Record findings of mandated health screening on student health inserts.				
Records pertinent information relevant to health status of students provided by parents and health providers.				
Record and maintain student medication logs.				
Complete and submit required state and county reports in a timely manner.				
Completes accident reports as directed by District policy.				
Document training of health clerks, LVN, and non-medical personnel by completion of District records.				
Standard III. Assessment/Leadership Roles Rating: 4 3 2 1	4	3	2	1
Participate in IEP/SST/504 meetings for health purposes when necessary.				
Consults and apprises staff of current health trends.				
• Plans and conducts staff development programs on care of medically fragile/ill students for all school personnel.				
Trains non-medical staff regarding emergency protocol and procedures.				
Directs and supervises health clerks/LVNs to work within their job description.				
Manages health offices, adhering to necessary time lines for health services.				
• Serve as a liaison between school and community agencies concerning control of communicable disease.				
Consult with staff and report to appropriate agencies suspected abuse or neglect cases.				
Protects confidentiality in accordance with ethical guidelines.				
Standard IV. Education – The Nurse acquires and maintains current knowledge and competency in nursing practice Rating: 4 3 2 1	4	3	2	1
Nurse maintains an active and current California Nursing license, current CPR card and health service credential.				
Nurse maintains professional growth through seminars, classes and individual research.				
Provides health in-service programs as needed and requested by the District.				
Acts as a health consultant and resource to staff and community.				

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SECTION 2: RATING OF STANDARDS

- 1. A Nurse who receives a majority of 4's under any one (1) Standard shall receive a Rating of 4 for that Standard.
- 2. A Nurse who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that
- 3. A Nurse who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.

Evalua Comm	TION 4: COMMENTS BY EVALUATEE atee may also attach additional written response. If additional comments are attached, check here: nents must be submitted in writing within five (5) working days. fy that this report has been discussed with me. I understand that my signature does not necessarily indicate nent.
Evalua Comm	atee may also attach additional written response. If additional comments are attached, check here: nents must be submitted in writing within five (5) working days. fy that this report has been discussed with me. I understand that my signature does not necessarily indicate
Evalua	atee may also attach additional written response. If additional comments are attached, check here:
SECT	TION 4: COMMENTS BY EVALUATEE
Areas	of expected growth/additional comments.
	FION 3: COMMENTS BY EVALUATOR of expected growth/additional comments:
	Any unit member who receives a Rating of 2 or 1 in more than one (1) Standard shall be evaluated annually until the unit member is no longer required to have an Assistance Plan.
	(Check if applicable)
	Assistance Plan Required (2 or 1)
	A Nurse who receives two (2) or more 1's in Elements under any one (1) Standard shall receive a Rating of 1 for that Standard.
6.	Standard.
	A Nurse who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of 2 for that Standard.

APPENDIX E-5(a) MIDDLE SCHOOL COUNSELOR GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT MIDDLE SCHOOL COUNSELOR GOAL SETTING FORM

Employee Name:	Employee #:		Site:
Title/Subject/Grade Level: Employment Status: Temporary Intern Probationary (0 1 2) Permanent		(0 1 2)	
Date of Conference:	Evaluating Administra	ator:	
SECTION 1: TEACHING STANDAR	DS		
Standard I: Individual Counseling Standard II: Prevention/Intervention Se Standard III: Consultation and Collabor Standard IV: Program Coordination Standard V: Professionalism			
SECTION 2: GOALS AND OBJECTI	VES		
DISTRICT GOAL (Related to Teaching S	Standard #		
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)	
SITE GOAL (Related to Teaching Standa	ard #)		
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)	
PERSONAL GOAL (Related to Teaching	Standard #		
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)	
Evaluator's Signature	Date	Evaluatee's Signa	ture Date

APPENDIX E-5(b) MIDDLE SCHOOL COUNSELOR EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT MIDDLE SCHOOL COUNSELOR EVALUATION REPORT

Employee Name:		Employee #:		Site:				
Title/Subject/Grade	Level	Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 1	2)			
Date of Conference:	:	Evaluating Administra	itor:					
SECTION 1: EV	VALUATION OF I	PERFORMANCE						
Rating Scale:	ating Scale:				ndards			
	ire a comment in Secti on of evaluation report	ion 3: Comments by Eva t addendum.	luator.					
	Standard Rating:	I. Individual Counselin	ng 1		4	3	2	1
Is accessible to stu-	dents.							
Responds in a time	ely manner to student rec	quests.						
Conducts structured, goal-oriented counseling sessions to meet identified short-term needs.								
• Displays empathy,	respect, and genuinenes	58.						
	Standard II. P Rating:	revention/Intervention S	Services		4	3	2	1
Assists in effective	Rating:		□ 1		4	3	2	1
Assists in effective Participates in crisi	Rating:	4 🗌 3 🗎 2	□ 1		4	3	2	1
Participates in crisi	Rating:	4 🗌 3 🗎 2	□ 1		4	3	2	1
Participates in crisi	Rating: implementation of consist response. lent and parent needs.	4 🗌 3 🗎 2	□ 1		4	3	2	1
Participates in crisi Advocates for stud	Rating: implementation of consistresponse. lent and parent needs. barriers to learning.	4 🗌 3 🗎 2	1 ation.		4	3	2	1
Participates in crisi Advocates for stud Assists in reducing	Rating: implementation of consist response. ent and parent needs. sharriers to learning. Standard III. (Rating:	4	1 ation.					
Participates in crisi Advocates for stud Assists in reducing Establishes profess	Rating: implementation of consist response. lent and parent needs. barriers to learning. Standard III. (Rating: stional relationships with	4	ation.					
Participates in crisi Advocates for stud Assists in reducing Establishes profess	Rating: implementation of consist response. lent and parent needs. g barriers to learning. Standard III. (Rating: stonal relationships with ge and support of site/Di	4	ation.					
Participates in crisi Advocates for stud Assists in reducing Establishes profess Provides knowledg Acts as a student as	Rating: implementation of consist response. lent and parent needs. g barriers to learning. Standard III. (Rating: stonal relationships with ge and support of site/Di	flict resolution/peer media Consultation and Collaboration 3 2 Staff, parents and student istrict programs for student	ation.					
Participates in crisi Advocates for stud Assists in reducing Establishes profess Provides knowledg Acts as a student ac Promotes team app	Rating: implementation of consist response. lent and parent needs. bearriers to learning. Standard III. (Rating: stonal relationships with ge and support of site/Didvocate.	d	ation.					
Participates in crisi Advocates for stud Assists in reducing Establishes profess Provides knowledg Acts as a student ac Promotes team app	Rating: implementation of consist response. lent and parent needs. g barriers to learning. Standard III. (Rating: stonal relationships with ge and support of site/Didvocate. broach to problem solving and access to programs and access to programs and access to programs are simplementation.	d	ation.					
Participates in crisi Advocates for stud Assists in reducing Establishes profess Provides knowledg Acts as a student acts Promotes team app Promotes equity ar Interprets academic	Rating: implementation of consist response. lent and parent needs. bearriers to learning. Standard III. (Rating: stional relationships with ge and support of site/Didvocate. broach to problem solving a consist of programs are consisted assessments.	d	oration 1 ts. nt services.					
Participates in crisi Advocates for stud Assists in reducing Establishes profess Provides knowledg Acts as a student ac Promotes team app Promotes equity ar Interprets academic	Rating: implementation of consist response. lent and parent needs. bearriers to learning. Standard III. (Rating: stional relationships with ge and support of site/Didvocate. broach to problem solving a consist of programs are consisted assessments.	Consultation and Collaboration and Student istrict programs for student and services.	oration 1 ts. nt services.					

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Standard IV. Program Coordination Rating: 4 3 2 1	4	3	2	1
• Assists in planning, evaluating and revising site counseling and guidance programs.				
Assesses student needs.				
• Site facilitator of Student Success Teams and 504 Plans.				
Revises program as needed.				
Organizes a planning calendar.				
Assists with master scheduling and planning of student classes.				
Standard V. Professionalism Rating: 4 3 2 1	4	3	2	1
• Works with colleagues, families, and the community to improve professional practice.				
Reflects on professional practice.				
Plans professional development.				
Establishes professional goals and pursues opportunities to grow professionally.				

SECTION 2: RATING OF STANDARDS

Evaluator's Signature

- 1. A Counselor who receives a majority of 4's under any one (1) Standard shall receive a Rating of 4 for that Standard.
- 2. A Counselor who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that Standard.
- 3. A Counselor who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.
- 4. A Counselor who receives two (2) or more 2's in Elements of any one (1) Standard shall receive a Rating of 2 for that Standard.

	that Standard.
5.	A Counselor who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of 2 for that Standard.
6.	A Counselor who receives two (2) or more 1's in Elements under any one (1) Standard shall receive a Rating of 1 for that Standard.
	Assistance Plan Required (2 or 1)
	(Check if applicable)
	Any unit member who receives a Rating of 2 or 1 in more than one (1) Standard shall be evaluated annually until the unit member is no longer required to have an Assistance Plan.
SECT	ION 3: COMMENTS BY EVALUATOR
Areas	of expected growth/additional comments:
	ION 4: COMMENTS BY EVALUATEE
	tee may also attach additional written response. If additional comments are attached, check here: ents must be submitted in writing within five (5) working days.
I certif	by that this report has been discussed with me. I understand that my signature does not necessarily indicate nent.

Evaluatee's Signature

Date

Date

APPENDIX E-6(a) HIGH SCHOOL COUNSELOR GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT HIGH SCHOOL COUNSELOR GOAL SETTING FORM

Employee Nam	e:	Employee #:		Site:		
Title/Subject/G	rade Level:	Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 2)		
Date of Confere	ence:	Evaluating Administr	ator:			
SECTION 1:	TEACHING STANDAR	DS				
Standard I:	Conducts Guidance Preser	ntations				
Standard II:	Individual Counseling					
Standard III:	Prevention/Intervention Se	ervices				
Standard IV:	Consultation and Collabor	ration				
Standard V:	Leadership					
Standard VI:	Program Coordination					
Standard VII:	Professionalism					
SECTION 2:	GOALS AND OBJECTI	VES				
DISTRICT GO	AL (Related to Teaching S	Standard #				
OR IFCTIVE(S	6) (HOW ARE YOU GOIN	IC TO ACHIEVE COA	1.2)			
OBJECTIVE(S) (HOW ARE TOO GOIN	IG TO ACINE VE GOA	L.,			
SITE GOAL (R	Related to Teaching Standa	ard #)				
2222 23322 (2		, , , , , , , , , , , , , , , , , , , 				
OD IECTIVE (S	S) (HOW ARE YOU GOIN	IC TO ACHIEVE COA	1.9)			
OBJECTIVE(S) (HOW ARE 100 GOIN	G TO ACHIEVE GOA	L:)			
PERSONAL G	OAL (Related to Teaching	Standard #				
		,				
OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)						
OBJECTIVE(S) (HOW ARE 100 GOIN	G TO ACHIEVE GOA	L;)			
Evaluator's Sig	nature	Date	Evaluatee's Signa	fure	Date	
Evaluator 8 Sig	ાવાવા ઇ	Date	Evaluatee 8 Signa	iuit	Date	

APPENDIX E-6(b) HIGH SCHOOL COUNSELOR EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT HIGH SCHOOL COUNSELOR EVALUATION REPORT

Employee Name:		Employee #: Site:		Site:			
Title/Subject/Grade Level		Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 1	2)		
Date of Conference	::	Evaluating Administra	ator:				
SECTION 1: E	VALUATION OF	PERFORMANCE					
Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially M Standards (Improvement	Require		Not Meet Standards sfactory)	S
	uire a comment in Secti ion of evaluation repor	ion 3: Comments by Eva t addendum	aluator.				
	Standard I. Condu	cts Guidance Presentati	ions 1	4	3	2	1
Uses appropriate	content and materials for	grade level.					
Establishes rapport with participants.							
Delivers presentations effectively.							
Establishes a climate which fosters successful group processes.							
• Provides closure,	follow-up and resources						
	Standard II. 1 Rating:	Individual Counseling 3 2 0	1	4	3	2	1
Is accessible to str	udents.						
Responds in a tim	ely manner to student re	quests.					
Conducts structure	ed, goal-oriented counse	ling sessions to meet sho	rt-term needs.				
Meets with studer	nts to design/review/mod	lify four-year and/or succ	ess plans.				
Collects and uses	multiple sources of infor	rmation to assist students	with four-year plans				
Displays knowledge of college and career information.							
Displays empathy	, respect, and genuinene	SS.					
	Standard III. Preve Rating:	ention/Intervention Serv	vices	4	3	2	1
		flict resolution/peer medi	iation.				
Participates in cris							
	dent and parent needs.						
Assists in reducing	g barriers to learning.						

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Standard IV. Consultation and Collaboration Rating: 4 3 2 1	4	3	2	1
• Establishes professional relationships with staff, parents and students.				
• Provides knowledge and support of site/District programs for student services.				
Acts as a student advocate.				
Promotes team approach to problem solving.				
Promotes equity and access to programs and services.				
• Interprets academic/career assessments.				
Provides knowledge of academic and support resources in the community.				
Makes appropriate referrals.				
Standard V. Leadership Rating: 4 3 2 1	4	3	2	1
Promotes counseling and guidance program to students, parents and staff.				
Provides and assists in guidance related staff in-services.				
Standard VI. Program Coordination Rating: 4	4	3	2	1
• Assists in planning, evaluating and revising site counseling and guidance programs.				
Assesses student needs.				
• Participates in student study teams and 504 meetings.				
• Establishes, develops and completes counseling goals.				
Organizes a planning calendar.				
	4	3	2	1
Organizes a planning calendar. Standard VII. Professionalism	4	3	2	1
Organizes a planning calendar. Standard VII. Professionalism Rating:	4	3	2	1
Standard VII. Professionalism Rating:	4	3	2	1

SECTION 2: RATING OF STANDARDS

- 1. A Counselor who receives a majority of 4's under any one (1) Standard shall receive a Rating of 4 for that Standard.
- 2. A Counselor who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that Standard.
- 3. A Counselor who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.
- 5
- 6

Comn	fy that this report has been discussed with me. I understand that my signature does not necessarily indicate nent.
Comm I certif	
Comm I certif	
Comm I certif	
	nents must be submitted in writing within five (5) working days.
	atee may also attach additional written response. If additional comments are attached, check here:
SECT	TION 4: COMMENTS BY EVALUATEE
	OF TION 3: COMMENTS BY EVALUATOR of expected growth/additional comments:
OF C	
	Any unit member who receives a Rating of 2 or 1 in more than one (1) Standard shall be evaluated annually until the unit member is no longer required to have an Assistance Plan.
	(Check if applicable)
	Assistance Plan Required (2 or 1)
0.	A Counselor who receives two (2) or more 1's in Elements under any one (1) Standard shall receive a Rating of 1 for that Standard.
6	A Counselor who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of 2 for that Standard.
5.	A Counselor who receives two (2) or more 2's in Elements of any one (1) Standard shall receive a Rating of 2 for that Standard.

APPENDIX E-7(a) PSYCHOLOGIST GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT PSYCHOLOGIST GOAL SETTING FORM

Employee Name	e:	Employee #:		Site:		
Title/Subject/G	rade Level:	Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 2)		
Date of Confere	ence:	Evaluating Administr	ator:			
SECTION 1:	TEACHING STANDAR	DS				
Standard I: Standard II: Standard III: Standard IV:	School Based Goals Assessment/IEP Duties Provide Follow-up Services for Special Education Students Provide Direct Counseling and Behavior Management Services					
SECTION 2:	GOALS AND OBJECTI	IVES				
DISTRICT GO	AL (Related to Teaching S	Standard #)				
OBJECTIVE(S) (HOW ARE YOU GOIN	NG TO ACHIEVE GOA	L?)			
SITE GOAL (R	Related to Teaching Standa	ard #)				
OBJECTIVE(S) (HOW ARE YOU GOIN	NG TO ACHIEVE GOA	L?)			
PERSONAL GO	OAL (Related to Teaching	Standard #				
OBJECTIVE(S	OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)					
Evaluator's Sig	nature	Date	Evaluatee's Signa	ture	Date	

APPENDIX E-7(b) PSYCHOLOGIST EVALUATION REPORT

and related topics.

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT PSYCHOLOGIST EVALUATION REPORT

Employee Name:		Employee #:		s	lite:			
Title/Subject/Grade Level: Employment Status: Temporary Intern Probationary (0 1 2) Permanent								
Date of Conference:		Evaluating Administrator:						
SECTION 1: EV	ALUATION OF	PERFORMANCE						
Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards 2 = *Partially Meets E Standards (Require Improvement)		Requires	1 = *Does Not Mee District Standard (Unsatisfactory)		dards	
*These ratings require a comment in Section 3: Comments by Evaluator. *Requires completion of evaluation report addendum.								
	Standard I. Rating:	School Based Goals 3 2	1		4	3	2	1
• Participates in the d	levelopment and suppo	ort of school and District	progra	ms.				
Maintains professional competence through in-service education activities provided by the District, county, or other professional organizations.								
Maintains rapport with staff and parents.								
Recommends appropriate interventions and modifications to facilitate student success.								
Participates in referral processes at the school site.								
Responds in a flexit	Responds in a flexible and professional manner in crisis or adversarial situations.							
Prioritizes duties an	nd responsibilities in an	n effective manner.						
 Assists and provides in-service and consultation to parents and staff about Special Education 								

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Standard II. Assessment/IEP Duties Rating: 4 3 2 1	4	3	2	1
 Manages cases of students referred, obtaining parent signatures, manages time lines, following mandated procedures, completes paperwork and student files. 				
• Completes thorough evaluations using current and appropriate and non-biased assessment instruments. Reviews appropriate history and conducts teacher, student and parent interviews to gather relevant data as part of the assessment.				
• Provides narrative written reports and records to document the student's handicapping condition, the need for special education, and to recommend an appropriate course of remediation.				
• Functions as a working member of the I.E.P. Team.				
• Assists in facilitating Interim Placement when needed (contacting previous schools, obtaining parent signatures, requesting records, and attending meetings to discuss appropriate placements).				
• Conducts required three-year assessment of Special Education students and completes reports in a timely manner.				
Standard III. Provide Follow-Up Services for Special Education Students Rating: 4 3 2 1	4	3	2	1
• Consults with administrators, parents and teachers to implement the goals and objectives of the I.E.P., including regular class placement as appropriate.				
Protects confidentiality in accordance with ethical guidelines.				
Standard IV. Provide Direct Counseling and Behavior Management Services Rating: 4 3 2 1	4	3	2	1
Coordinates behavior management programs for individual students.				
 Provides individual, short-term counseling and crisis management with individual students and their families. 				
 Conducts evaluation of students' behavioral and emotional functioning and provides recommendations. 				
Provides referral to outside agencies as needed.				
Coordinates/conducts on-going, small group counseling and social skills training.				
 Provides/coordinates in-service for staff and parents on topics such as behavior management, child development and learning. 				

SECTION 2: RATING OF STANDARDS

- 1. A Psychologist who receives a majority of 4's under any one (1) Standard shall receive a Rating of 4 for that Standard.
- 2. A Psychologist who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that Standard.
- 3. A Psychologist who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.

Evalua	itor's Signature	Date	Evaluatee's Signature	Date
-				
I certif	y that this report has been discusse ent.	ed with me. I u	nderstand that my signature	does not necessarily indicate
Comm	ents must be submitted in writing	within five (5) w	orking days.	
	tee may also attach additional wri			ttached, check here:
SECT	ION 4: COMMENTS BY EVAI	LUATEE		
111 Cas	or expected growth additional collin			
	ION 3: COMMENTS BY EVAI of expected growth/additional comm			
OF CT	•	J	1	
	Any unit member who receives annually until the unit member			
	(Check if applicable)			
	Assistance Plan Required	(2 or 1)		
	1 for that Standard.	•	, , ,	
6.	that Standard. A Psychologist who receives two (2)) or more 1's in E	lements under any one (1) Sta	andard shall receive a Rating of
5.	A Psychologist who receives a sing	le 1 in an Elemen	t under any one (1) Standard	shall receive a Rating of 2 for
4.	A Psychologist who receives two (2 for that Standard.	e) or more 2's in E	Elements of any one (1) Stand	lard shall receive a Rating of 2
	2 for that Standard at the Evaluator's	s discretion.	• , ,	

APPENDIX E-8(a) SPEECH & LANGUAGE SPECIALIST GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT SPEECH & LANGUAGE SPECIALIST GOAL SETTING FORM

Employee Name: Employee #: Site:			Site:			
Title/Subject/Grade Level:	Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 2)			
Date of Conference: Evaluating Administrator:						
SECTION 1: TEACHING STAN	DARDS					
Standard III: Provide Follow-up S	Standard II: Assessment/IEP Duties Standard III: Provide Follow-up Services for Special Education Students					
SECTION 2: GOALS AND OBJE	ECTIVES					
DISTRICT GOAL (Related to Teach	ning Standard #					
OBJECTIVE(S) (HOW ARE YOU O	GOING TO ACHIEVE GOA	L?)				
SITE GOAL (Related to Teaching St	tandard #					
OBJECTIVE(S) (HOW ARE YOU O	GOING TO ACHIEVE GOA	L?)				
PERSONAL GOAL (Related to Teach	ching Standard #					
OBJECTIVE(S) (HOW ARE YOU	GOING TO ACHIEVE GOA	L?)				
Evaluator's Signature	Date	Evaluatee's Signar	ture Date			

APPENDIX E-8(b) SPEECH & LANGUAGE SPECIALIST EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT SPEECH AND LANGUAGE SPECIALIST EVALUATION REPORT

Employee Name:		Employee #:		Site:			
Title/Subject/Grade Level:		Employment Status: (Check one) Intern Probationary (0 1 2) Permanent					
Date of Conference:		Evaluating Administr	Evaluating Administrator:				
SECTION 1: EV	ALUATION OF	PERFORMANCE					
Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards	Standards (Requires		1 = *Does Not Meet District Standards (Unsatisfactory)		ards
*These ratings require a comment in Section 3: Comments by Evaluator. *Requires completion of evaluation report addendum.							
	Standard I. Rating:	School Based Goals 3 2	1	4	3	2	1
Participates in and supports school and District programs.							
 Maintains professional competence through in-service education activities provided by the District, county, or other professional organizations. 				he			
Maintains rapport w	vith staff and parents.						
• Recommends appropriate interventions and modifications to facilitate student success.							

• Participates in referral processes at the school site.

and related topics.

• Prioritizes duties and responsibilities in an effective manner.

• Responds in a flexible and professional manner in crisis or adversarial situations.

• Assists and provides in-service and consultation to parents and staff about Special Education

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Standard II. Assessment/IEP Duties Rating: 4 3 2 1	4	3	2	1
Manages cases of students referred, obtaining parent signatures, manages time lines, following mandated procedures, completes paperwork and student files.				
Completes thorough evaluations using current and appropriate and non-biased assessment instruments. Reviews appropriate history and conducts teacher, student and parent interviews to gather relevant data as part of the assessment, as needed.				
 Provides narrative written reports and records to document the student's handicapping condition, the need for special education, and to recommend an appropriate course of remediation. 				
• Functions as a working member of the I.E.P. Team.				
Assists in facilitating Interim Placement in DIS placements (contacting previous schools, obtaining parent signatures, requesting records, and attending meetings to discuss appropriate placements).				
Conducts required three-year assessment of Special Education students and completes reports in a timely manner.				
Standard III. Provide Follow-Up Services for Special Education Students Rating: 4 3 2 1	4	3	2	1
• Consults with administrators, parents and teachers to implement the goals and objectives of the I.E.P., including regular class placement as appropriate.				
Protects confidentiality in accordance with ethical guidelines.				
Standard IV. Provide Direct Services	4	3	2	1
Rating: 4 3 2 1	4	3	Z	1
Provides individual, small group, and in-class speech and language therapy for students as designated on I.E.P.'s.				
Conducts evaluation of students' speech and language functioning and provides appropriate remediation.				
Provides referral to outside agencies as needed.				
Provides/coordinates in-service for staff and parents on topics such as speech and language				

SECTION 2: RATING OF STANDARDS

- 1. A Speech and Language Specialist who receives a majority of 4's under any one (1) Standard shall receive a Rating of 4 for that Standard.
- 2. A Speech and Language Specialist who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that Standard.
- 3. A Speech and Language Specialist who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.
- 4. A Speech and Language Specialist who receives two (2) or more 2's in Elements of any one (1) Standard shall receive a Rating of 2 for that Standard.
- 5. A Speech and Language Specialist who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of 2 for that Standard.
- 6. A Speech and Language Specialist who receives two (2) or more 1's in Elements under any one (1) Standard shall receive a Rating of 1 for that Standard.
 Assistance Plan Required (2 or 1) (Check if applicable)

Any unit member who receives a Rating of 2 or 1 in more than one (1) Standard shall be evaluated annually until the unit member is no longer required to have an Assistance Plan.

SECTION 3: COMMENTS B	Y EVALUATOR		
Areas of expected growth/additio	nal comments:		
CECTION A COMMENTED D	*/ ***/ * * * / / / / / / / / / / / / /		
SECTION 4: COMMENTS B			
Evaluatee may also attach additi Comments must be submitted in wr		ee. If additional comments are attoring days.	ached, check here:
I certify that this report has been agreement.	discussed with me.	I understand that my signature of	does not necessarily indicate
Evaluator's Signature	Date	Evaluatee's Signature	 Date

APPENDIX E-9(a) SPECIAL EDUCATION TEACHER GOAL SETTING

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT SPECIAL EDUCATION TEACHER GOAL SETTING FORM

Employee Nam	e:	Employee #:		Site:			
Title/Subject/G	rade Level:	Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 2)			
Date of Confere	ence:	Evaluating Administra	ator:				
SECTION 1:	TEACHING STANDAR	EDS					
Standard I: Standard II: Standard III: Standard IV: Standard V: Standard VI: Standard VII:	II: Creating and Maintaining Effective Environments for Student Learning III: Understanding and Organizing Subject Matter for Student Learning IV: Planning Instruction and Designing Learning Experiences for All Students V: Assessing Student Learning VI: Developing as a Professional Educator						
SECTION 2:	GOALS AND OBJECTI	IVES					
DISTRICT GO	AL (Related to Teaching S	Standard #)					
OBJECTIVE(S	6) (HOW ARE YOU GOIN	NG TO ACHIEVE GOA	L?)				
SITE GOAL (R	Related to Teaching Standa	ard #)					
OBJECTIVE(S) (HOW ARE YOU GOIN	NG TO ACHIEVE GOA	L?)				
PERSONAL G	OAL (Related to Teaching	Standard #					
OBJECTIVE(S	OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)						
Evaluator's Sig	nature	Date	Evaluatee's Signa	ture Date			

APPENDIX E-9(b) SPECIAL EDUCATION CERTIFICATED EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT SPECIAL EDUCATION TEACHER EVALUATION REPORT

Employee Name:		Employee #:	Site:					
Title/Subject/Grad		Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary (☐ Permanent	(0 1] 2)			
Date of Conferenc	Date of Conference: Evaluating Administrator:							
SECTION 1: E	EVALUATION OF P	ERFORMANCE						
Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Mo Standards (Requires In	eets District		Standar	lot Meet I ds sfactory)	District
	quire a comment in Section of evaluation report		aluator.					
	andard I. Engaging & Su Rating:		in Learning		4	3	2	1
Connecting stude	ents' prior knowledge, life	experience, and interests	s with learning goals.					
Using a variety of	f instructional strategies ar	nd resources to respond	to students' diverse n	needs.				
Facilitating learns	ing experiences that promo	ote autonomy, interaction	n, and choice.					
Engaging student matter meaningfu	ts in problem solving, critical.	cal thinking, and other a	ctivities that make su	ıbject				
Promoting self-di	irected, reflective learning	for all students.						
Standard II.	Creating & Maintaining Rating: 4	Effective Environment 3 2 0	ts for Student Learn 1	ning	4	3	2	1
Creating a physic	cal environment that engag	es all students.						
Establishing a cli	mate that promotes fairnes	ss and respect.						
Promoting social	development and group re	esponsibility.						
Establishing and	maintaining standards for	student behavior.						
Planning and imp	plementing classroom proc	edures and routines that	support student learn	ning.				
Using instruction	al time effectively.							
Standard III	. Understanding & Orga Rating: 4	anizing Subject Matter 3 2	for Student Learni	ng	4	3	2	1
Demonstrating kn	nowledge of subject matter	r content and student dev	velopment.	T				
Organizing curric	culum to support student u	nderstanding of subject	matter.					
Interrelating ideas	s and information within a	nd across subject matter	areas.					
	ent understanding through			the .				
Using materials, 1	resources and technologies	s to make subject matter	accessible to student	is.				

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		F	F	
Standard IV. Planning Instruction & Designing Learning Experiences for All Students Rating: 4 3 2 1	4	3	2	1
• Drawing on and valuing students' backgrounds, interests, and developmental learning needs.				
Establishing and articulating goals for student learning.				
Developing and sequencing instructional activities and materials for student learning.				
Designing short-term and long-term plans to foster student learning.				
Modifying instructional plans to adjust for student needs.				
, ,				
Standard V. Assessing Student Learning Rating: 4 3 2 1	4	3	2	1
Establishing and communicating learning goals for all students.				
Collecting and using multiple sources of information to assess student learning.				
Involving and guiding all students in assessing their own learning.				
• Using the results of assessments to guide instruction.				
• Communicating with students, families, and other audiences about student progress.				
• Demonstrating progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.				
Standard VI. Developing as a Professional Educator Rating: 4	4	3	2	1
Reflecting on teaching practice and planning professional development.				
• Establishing professional goals and pursuing opportunities to grow professionally.				
• Working with communities to improve professional practice.				
Working with families to improve professional practice.				
• Working with colleagues to improve professional practice.				
Standard VII. Supporting Learning Environments for Individuals with Special Needs Rating: 4 3 2 1	4	3	2	1
 Assisting in providing support services for students with disabilities in the Least Restrictive Environment. 				
Providing strategies to general and special education staff, as appropriate, for curriculum modifications to meet the needs of students in the Least Restrictive Environment.				
• Demonstrating knowledge of programs and services in the District to support students, staff, and parents.				
Collaborating with school staff, reviewing and assessing problem situations, brainstorming solutions, evaluating alternatives, and recommending strategies to address educational and behavioral needs of students with disabilities.				
Participating in required job-related meetings and performing assigned duties.				
Demonstrating professional communication with staff, school site personnel, and parents.				
Complying with all school District policies and regulations, as well as state/federal laws applicable to teachers.				

SECTION 2: RATING OF STANDARDS

- 1. A Teacher who receives a majority of 4's under any one (1) Standard shall receive a Rating of 4 for that Standard.
- 2. A Teacher who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that Standard.
- 3. A Teacher who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.
- 4. A Teacher who receives two (2) or more 2's in Elements of any one (1) Standard shall receive a Rating of 2 for that Standard.

Evalua Comm	Attention at the submitted in writing within five (5) working days. If additional comments are attached, check here: ments must be submitted in writing within five (5) working days. If additional comments are attached, check here: ments must be submitted in writing within five (5) working days. If additional comments are attached, check here: ments must be submitted in writing within five (5) working days.
Evalua Comm	atee may also attach additional written response. If additional comments are attached, check here: nents must be submitted in writing within five (5) working days. fy that this report has been discussed with me. I understand that my signature does not necessarily indicate
Evalua Comm	atee may also attach additional written response. If additional comments are attached, check here: nents must be submitted in writing within five (5) working days. fy that this report has been discussed with me. I understand that my signature does not necessarily indicate
Evalua Comm	atee may also attach additional written response. If additional comments are attached, check here: nents must be submitted in writing within five (5) working days.
Evalua	atee may also attach additional written response. If additional comments are attached, check here:
Areas	of expected growth/additional comments:
SECT	TION 3: COMMENTS BY EVALUATOR
	annually until the unit member is no longer required to have an Assistance Plan or participate in the PAR program.
	Any unit member who receives a Rating of 2 or 1 in more than one (1) Standard shall be evaluated
	PAR Assistance Mandated (Check if applicable)
	Assistance Plan Required (2 or 1)
	A Teacher who receives a Rating of 1 on any one (1) Standard, excluding Standard VI, on the Final Evaluation , shall receive an Unsatisfactory Evaluation and be referred for PAR participation.
/.	for that Standard.
	- A TRACTICA WIND TRACTICE LWO LET DE HIGHE ESTA DICHEMIN HIGHE SHIV DHE ETT SHAHDAH SHAH TECENYE A KAHINO DE E
	Standard. A Teacher who receives two (2) or more 1's in Elements under any one (1) Standard shall receive a Rating of 1
6.	

APPENDIX E-9(c) SPECIAL EDUCATION CERTIFICATED EVALUATION REPORT CRITERIA

Rating Scale: 4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District (Requires Improvem *Requires Comme	ent)	ot Meet District Standards (Unsatisfactory) Requires Comment
Standard I. Engaging & Supporting All Students in Learning	4	3	2	1
Connecting students' prior knowledge, life experience, and interests with learning goals.	The teacher facilitates as students connect and apply their prior knowledge, life experiences and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instruction.	The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding.	The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher does not elicit student questions or comments during a lesson.
Using a variety of instructional strategies and resources to respond to students' diverse needs.	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, and makes adjustments while teaching to respond to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully and makes some adjustments to respond to students' needs.	The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students' needs.	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or the instructional goals. No adjustments are made to respond to students' needs.
Facilitating learning experiences that promote autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy and choice in the pursuit of significant learning.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy and choice and to encourage and support student involvement in learning.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction and choice.	Learning experiences are directed by the teacher, permitting no student autonomy, interaction or choice.
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	Learning opportunities are provided that extend student thinking and engage and support all students in problem posing, problem solving, inquiry and analysis of subject matter concepts and questions within or across subject matter areas.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.
Promoting self-directed, reflective learning for all students.	Students take initiative for their own learning, and reflect on, talk about and evaluate their own work with peers.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.	Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.	No opportunities are provided for students to initiate their own learning or to monitor their own work.

Standard II. Creating & Maintaining Effective Environments for Student Learning	4	3	2	1
Creating a physical environment that engages all students.	The arrangement of the physical environment ensures safety and accessibility and facilitates constructive interaction and purposeful engagement for all students in learning activities.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.
Establishing a climate that promotes fairness and respect.	Students ensure that a climate of equity, caring and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behavior is unfair or inequitable.
 Promoting social development and group responsibility. 	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership and are responsible for themselves and their peers.	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.	Students' social development, self-esteem and diversity are not supported, and students have no sense of responsibility for each other.
 Establishing and maintaining standards for student behavior. 	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	No standards for behavior appear to have been established, or students are confused about what the standards are.
 Planning and implementing classroom procedures and routines that support student learning. 	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.	Procedures and routines work smoothly, with no loss of instructional time.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Classroom procedures and routines have not been established or are not being enforced.
Using instructional time effectively.	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.

Standard III. Understanding & Organizing Subject Matter for Student Learning	4	3	2	1
Demonstrating knowledge of subject matter content and student development.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current.
Organizing curriculum to support student understanding of subject matter.	The curriculum is organized and sequenced and demonstrates concepts, themes and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.	The curriculum is organized and sequenced and demonstrates concepts, themes and skills; reveals and values different perspectives; supports an understanding of core concepts for all students.	The curriculum is loosely organized, inconsistently demonstrates concepts, themes and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students.	The curriculum is not organized and it rarely demonstrates concepts, themes and skills; rarely values different perspectives or rarely supports students' understanding of core concepts.
• Interrelating ideas and information within and across subject matter areas.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relates content to their lives and previous learning and uses this to extend their understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives and uses previous learning to extend students' understanding.	The teacher identifies some key concepts and information within the curriculum and attempts to relate content to previous learning without extending students' understanding.	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding.
Developing student understanding through instructional strategies that are appropriate to the subject matter.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relates content to their lives and previous learning and uses this to extend their understanding.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically and to extend their knowledge of subject matter.	The teacher may use a few strategies to make the content accessible to student and may encourage some students to think critically or to extend their knowledge of subject matter.	Instructional strategies are not appropriately matched to subject matter content or concepts and do not encourage students to think critically or to extend their knowledge.
Using materials, resources and technologies to make subject matter accessible to students.	A range of instructional materials, resources and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.

Standard IV. Planning Instruction & Designing Learning Experiences for All Students	4	3	2	1
 Drawing on and valuing students' backgrounds, interests, and developmental learning needs. 	Instructional plans build on students' backgrounds, experiences, interests and developmental needs to support all students' learning.	Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans do not match or reflect students' backgrounds, experiences, interests and developmental needs, and do not support students' learning.
 Establishing and articulating goals for student learning. 	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.	Short-term and long-term instructional goals are based on students' language, experiences, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	Some instructional goals address students' language, experience and/or home and school expectations. Expectations for students are inconsistent.	Instructional goals are not established or do not address students' language, experience or home and school expectations. Expectations for students are low.
 Developing and sequencing instructional activities and materials for student learning. 	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are partially appropriate to students and the learning goals and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and materials are not appropriate to the students or instructional goals, do not engage students in meaningful learning. Activities are not logically sequenced.
 Designing short-term and long-term plans to foster student learning. 	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.	Long-term plans have a coherent structure, with learning activities in individual lessons well- sequenced to promote understanding of concepts.	Long-term plans have recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Individual lesson plans have little or no relation to long term goals, or a unit plan has little recognizable structure.
 Modifying instructional plans to adjust for student needs. 	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions to ensure deeper conceptual understanding by all students.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Modifications to instructional plans address only superficial aspects of the lesson.	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.

Standard V. Assessing Student Learning	4	3	2	1
Establishing and communicating learning goals for all students.	Learning goals are established by the teacher, students and families; are appropriate to students' needs and the curriculum; and meet District and state expectations. Goals are communicated to all students and families and are revised as needed.	Learning goals are established in relation to students' needs and the curriculum, and meet District and state expectations. Goals are communicated to all students and their families and are revised as needed.	Learning goals are established to meet school and District expectations. Goals are communicated to all students without revision.	Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.
Collecting and using multiple sources of information to assess student learning.	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.
Involving and guiding all students in assessing their own learning.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.	Student reflection and self- assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss it with peers.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	The teacher does not encourage students to reflect on or assess their own work.
Using the results of assessments to guide instruction.	Information from a variety of ongoing assessments is used to plan and modify learning activities and support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information about student learning is inappropriately or not used by the teacher to plan, guide or adjust instruction.
Communicating with students, families, and other audiences about student progress.	Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.	The teacher regularly exchanges information about student learning with students, families and support personnel in ways that improve understanding and encourage academic progress.	The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher provides some information about learning to students, families and support personnel, but the information in incomplete or unclear.

Standard V. Assessing Student Learning (Continued)	4	3	2	1
Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.	Students demonstrate a uniform pattern of progress towards the attainment of grade-level standards in subject area(s) taught. Students that are members of special populations demonstrate growth according to assessment results and may show increases in excess of normal expectations. The pattern of uniform progress is consistent among subject area(s) and the correlation between grades and assessment results is strong.	Students demonstrate a general pattern of progress towards the attainment of grade-level standards according to performance measures. There is evidence that students who are members of special populations (e.g. ELL, RSP, etc.) are making progress in academic content areas or the subject area(s), though growth may be less, on the average, than students who are not members of a special population. In self-contained settings, there is not a large discrepancy in overall student progress between subject areas.	While the teacher has administered all required assessments and maintained records of progress, students do not demonstrate a general pattern of progress towards attainment of standards in core academic areas or the subject area(s) taught. While some students may demonstrate measurable and significant progress, a large number of students may have demonstrated marginal gains or regressed. In particular, students whose baseline scores demonstrated average or above average performance may have progressed, while students with lower baseline assessment scores may have shown little or no progress. In self-contained settings, students may have demonstrated uniform growth in one core academic area, yet shown inconsistent growth in another.	Few students demonstrate progress towards the attainment of grade-level standards according to assessment results. In self-contained settings, students in general show limited or no progress in core academic areas of reading/language arts and mathematics. There may be significant discrepancies between assigned grades and performance measures (e.g. High grades and low performance measures). Record keeping on assessment results may be incomplete and/or the teacher may not have administered assessments on a consistent basis according to established guidelines.

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

Standard VII. Supporting Learning Environments for Individuals with Special Needs	4	3	2	1
• Assisting in providing support services for students with disabilities in the Least Restrictive Environment.	Takes a leadership role in working collaboratively with site-based staff in providing extensive assistance to serve students with disabilities in the Least Restrictive Environment.	Consistently and satisfactorily provides assistance to site-based staff providing support services to serve students with disabilities in the Least Restrictive Environment.	Provides minimal assistance to site-based staff in providing support services to serve students with disabilities in the Least Restrictive Environment.	Rarely or never assists in providing support services to site-based staff to serve students with disabilities in the Least Restrictive Environment.
Providing strategies to general and special education staff, as appropriate, for curriculum modifications to meet the needs of students in the Least Restrictive Environment.	Provides extensive and ongoing support and training to both general and special education site-based staff.	Consistently and satisfactorily provides support and training to both general and special education site-based staff.	Provides basic support and training to both general and special education site-based staff.	Rarely or never provides support and training to both general and special education site-based staff.
 Demonstrating knowledge of programs and services in the District to support students, staff, and parents. 	Verbalizes and demonstrates extensive knowledge of programs and services in the District. Demonstrates extensive knowledge of programs and services with evidence of continuing pursuit of such knowledge.	Verbalizes and demonstrates solid knowledge of programs and services in the District.	Demonstrates basic knowledge of programs and services in the District.	Rarely or never demonstrates knowledge of programs and services in the District.
Collaborating with school staff, reviewing and assessing problem situations, brainstorming solutions, evaluating alternatives, and recommending strategies to address educational and behavioral needs of students with disabilities.	Collaboratively works with school staff in reviewing and analyzing problem situations, brainstorming solutions, evaluating alternatives, and recommending strategies to address educational and behavioral needs of students with disabilities in a highly knowledgeable and innovative manner.	Collaboratively works with school staff in reviewing and analyzing problem situations, brainstorming solutions, evaluating alternatives, and recommending strategies to address educational and behavioral needs of students with disabilities in a satisfactory manner.	Collaboratively works with school staff in reviewing and assessing problem situations, brainstorming solutions, evaluating alternatives and recommending strategies to address educational and behavioral needs of students with disabilities in an inconsistent manner.	Makes little or no effort to work collaboratively with school staff in reviewing and assessing problem situations, brainstorming solutions, evaluating alternatives, and recommending strategies to address educational and behavioral needs of students with disabilities.
Participating in required job-related meetings and performing assigned duties.	Participates in required job- related meetings and performs assigned duties in a consistent manner and assumes a leadership role in planning such events.	Participates in required job- related meetings and performs assigned duties in a satisfactory and consistent manner.	Occasionally participates in required job-related meetings and performs assigned duties.	Rarely or never participates in required job-related meetings and performs assigned duties.

Standard VII. Supporting Learning Environments for Individuals with Special Needs (Continued)	4	3	2	1
Demonstrating professional communication with staff, school site personnel, and parents.	Demonstrates professional communication with staff, school site personnel and parents in an exemplary manner and promotes ongoing and integrative communication.	Demonstrates professional communication with staff, school site personnel and parents in a consistent manner.	Demonstrates adequate professional communication with staff, school site personnel and parents in an inconsistent manner.	Rarely or never demonstrates professional communication with staff and school site.
Complying with all school District policies and regulations, as well as state/federal laws applicable to teachers.	Complies with all school and District policies and regulations as well as state and federal laws in an exemplary manner and acts as a model for other teachers.	Complies with all school and District policies and regulations, as well as state and federal laws applicable to teachers in a consistent manner.	Complies with all school and District policies and regulations, as well as state and federal laws applicable to teachers in an inconsistent manner.	Rarely or never complies with all school District policies and regulations, as well as state and federal laws applicable to teachers.

APPENDIX E-10(a) LIBRARY MEDIA TEACHER GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT LIBRARY MEDIA TEACHER GOAL SETTING FORM

LIDIGIKI	MEDIA TEACHE	K GOME SETTI	110 I OILII
Employee Name:	Employee #:		Site:
Title/Subject/Grade Level:	Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 2)
Date of Conference:	Evaluating Administra	ator:	
SECTION 1: ROLE	8		
Role I: Collaborative Teacher			
Role II: Information Specialist			
Role III: Instructional Leader			
Role IV: Program Manager	7.4		
Role V: Developing as a Professional E			
SECTION 2: GOALS AND OBJECTI			
DISTRICT GOAL (Related to Role #)		
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)	
() (,	
SITE GOAL (Related to Role #)			
OBJECTIVE(S) (HOW ARE YOU GOIN	IG TO ACHIEVE GOA	L?)	
PERSONAL GOAL (Related to Role #)		
TERSONAL GOAL (Related to Role #	,		
OBJECTIVE(S) (HOW ARE YOU GOIN	G TO ACHIEVE GOA	L?)	
Evaluator's Signature	Date	Evaluatee's Signa	ture Date
Diamator s orginature	Dan	Lvaiuaice 5 Signa	Date Date

APPENDIX E-10(b) LIBRARY MEDIA TEACHER EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT TEACHER EVALUATION REPORT

Employee Name:		Employee #: Site:						
Title/Subject/Grade	1	Employment Status: (Check one)						
Date of Conference:		Evaluating Administra	tor:					
SECTION 1: EV	SECTION 1: EVALUATION OF PERFORMANCE							
Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Mo Standards (Requires In	eets District nprovement)	:	Standaro	lot Meet I ds sfactory)	District
	*These ratings require a comment in Section 3: Comments by Evaluator. *Requires completion of evaluation report addendum.							
Stand	Standard I. Engaging & Supporting All Students in Learning Rating: 4 5 5 1				4	3	2	1
Connecting student	s' prior knowledge, life	experience, and interests	with learning goals					
Using a variety of it	nstructional strategies ar	nd resources to respond to	o students' diverse r	needs.				
Facilitating learning	g experiences that promo	ote autonomy, interaction	n, and choice.					
 Engaging students is matter meaningful. 	n problem solving, critic	cal thinking, and other ac	ctivities that make su	abject				
Promoting self-dire	ected, reflective learning	for all students.						
STANDARD II.		TAINING EFFECTIVE F NT LEARNING 3 2	ENVIRONMENTS I		4	3	2	1
Creating a physical	environment that engage	es all students.						
Establishing a climate that promotes fairness and respect.								
Promoting social development and group responsibility.								
Establishing and ma	aintaining standards for s	student behavior.						
Planning and imple	menting classroom proce	edures and routines that	support student learn	ning.				
 Using instructional 	Using instructional time effectively.							

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Role III: Instructional Leader Rating:	4	3	2	1
Standard VII. Shares in the leadership for curricular, instructional, and professional development of the school/District.				
Standard VIII. Collaborates with school community to integrate information and communication technology into curriculum and instruction in the library.				
Role IV: Program Manager Rating: 4 3 2 1	4	3	2	1
Standard IX. • Manages the school library media center program, including facility, budget, policies, procedures, and textbooks.				
Standard X. • Manages the school library media center information resources, including print, electronic, and curricular resources.				
Standard XI. Plans and evaluates the school library media center program, including training and supporting library support staff and paraprofessionals.				
Role V. Developing As a Professional Educator Rating: 4 3 2 1	4	3	2	1
Reflects on teaching practice and plans professional development.				
Establishes professional goals and pursues opportunities to grow professionally.				
Works with colleagues to improve professional practice.				

SECTION 2: RATING OF STANDARDS

- 1. A Teacher who receives a majority of 4's under any one (1) Role shall receive a Rating of 4 for that Role.
- 2. A Teacher who receives 4's and 3's for all Elements under any one (1) Role, shall receive a Rating of 3 for that Role.
- 3. A Teacher who receives a single 2 in any Element under any one (1) Role may result in a Rating of 3 or 2 for that Role at the Evaluator's discretion.

Evalua	tor's Signature Date Evaluatee's Signature Date
agicell	CIIU.
I certif	by that this report has been discussed with me. I understand that my signature does not necessarily indicate
	ents must be submitted in writing within five (5) working days.
	ION 4: COMMENTS BY EVALUATEE tee may also attach additional written response. If additional comments are attached, check here:
- 22 0 40	
	ION 3: COMMENTS BY EVALUATOR of expected growth/additional comments:
	until the unit member is no longer required to have an Assistance Plan.
	Any unit member who receives a rating of 2 or 1 in more than one (1) standard shall be evaluated annually
	(Check if applicable)
	Assistance Plan Required (2 or 1)
6.	A Teacher who receives two (2) or more 1's in Elements under any one (1) Role shall receive a Rating of 1 for that Role.
5.	A Teacher who receives a single 1 in an Element under any one (1) Role shall receive a Rating of 2 for that Role.
4.	A Teacher who receives two (2) or more 2's in Elements of any one (1) Role shall receive a Rating of 2 for that Role.
	Role at the Evaluator's discretion.

APPENDIX E-10(c) LIBRARY MEDIA TEACHER EVALUATION REPORT CRITERIA

Rating Scale: 4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets Distric (Requires Improver *Requires Comm	nent)	s Not Meet District Standards (Unsatisfactory) *Requires Comment
Standard I. Collaborates With Others to Teach Information Literacy, Research Skills, and Ethical Use of Information.	4	3	2	1
Orients students to purposes, organization, procedures, and uses of library/media center.	Plans, organizes, and conducts library orientations for all 9 th grade students, including special needs and English language learners. Provides well designed and informative handouts for student use.	Plans, organizes, and conducts library orientations for all 9 th grade students, including special needs and English language learners, modifying instruction as appropriate.	Conducts library orientations for all 9 th grade students, but sessions are not well organized and students do not learn purposes, organization, and uses of library/media center. Does not modify instruction.	Does not conduct regularly scheduled library orientations.
Models best practices in teaching and learning.	Makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, making adjustments to respond to students' needs.	Uses a variety of instructional strategies that are appropriate to the students and the instructional goals, making some adjustments to respond to students' needs.	The teacher uses instructional strategies that are largely appropriate to the students and the instructional goals, but they lack variety or may not respond to students' needs.	The teacher uses instructional strategies which lack variety, are poorly carried out, or are inappropriate to the needs of the students or the instructional goals.
Collaborates with teachers to teach the research process.	Learning opportunities are provided that actively engage students in understanding the steps of the research process, and strategies for locating, evaluating, and effectively using both print and digital resources. Activities are modified as needed. Students evaluate their own process.	Learning opportunities are provided that actively engage students in understanding strategies for locating, evaluating, and effectively using both print and digital resources. Assessment is conducted by the teacher and Librarian collaboratively.	Learning experiences include locating, evaluating, and using print and digital resources, but there is little opportunity for students to actively engage in practice of the skills or reflect on their knowledge of the process.	Learning experiences are limited to brief exposure to library resources.
Teaches ethical and legal concepts of information use.	Teaches students and staff ethical and legal use of information, including copyright and fair use, citing sources, and avoiding plagiarism. Actively disseminates information to school community through a variety of media.	Teaches students ethical and legal use of information, including copyright and fair use, citing sources, and avoiding plagiarism as part of regular library use during research projects.	Provides cursory information on ethical and legal use of information during 9 th grade orientation only.	Does not actively promote ethical and legal concepts of information use.
Collaborates with teachers to teach information literacy.	Collaborates with teachers to incorporate information literacy in resource-based learning units and projects. Provides handouts and/or activities.	Collaborates with teachers to incorporate information literacy in resource-based learning units and projects.	Provides access to the library for teacher projects, but does not actively collaborate with teachers.	Collaborates with teachers infrequently or not at all.

Standard II. Designs an Accessible, Efficient, and Inviting Environment for Student Learning.	4	3	2	1
Creates an attractive and friendly climate in the Library Media Center.	The arrangement of the physical environment ensures safety and accessibility to library resources, with areas for quiet reading as well as group interaction and adequate signage to direct users. Handicapped students also have access to print and online resources. Library is enhanced by attractive displays.	The arrangement of the physical environment ensures safety and accessibility to print and online library resources, with adequate signage to direct users. Handicapped students also have access to print and online resources. Displays highlight library resources.	The physical environment provides basic safety, but materials may be difficult to access or lack adequate signage.	There are one or more safety hazards, and materials are difficult to access and/or lack adequate signage to direct users.
Flexible scheduling provides physical and intellectual access to library resources, as school policies allow*. *Some elementary school sites may mandate a fixed, rotating schedule.	Students have access to the library before and after school and at lunch and breaks. Staff has equitable access to library through flexible scheduling. Students are welcome during class time on passes as space allows. Library resources are also available online through a web page.	Students have access to the library before and after school and at lunch and breaks. Staff has equitable access to library through flexible scheduling. Students are welcome during class time on passes as space allows. Library resources are also available online through a web page.	Library and lab resources are only available on a fixed, rotating schedule.	Access to library and labs is frequently blocked or limited to class hours only.
Establishes and maintains standards for student behavior.	Library rules are clearly communicated and posted in the library. Library staff responds respectfully and consistently to inappropriate student behavior and actively teach appropriate behavior.	Standards for behavior are established, and are maintained by the library staff. The library staff's response to student behavior is appropriate and respectful.	Standards for behavior have been established, and the library staff's response to student behavior is generally appropriate, but rules are not posted or clearly communicated.	No consistent standards for student behavior in the library have been established, and students are confused about what is or is not appropriate behavior.
Communicates regularly to the school community about the library school program.	Communicates to the school community positively and regularly through announcements, emails, signage, a web page, and personal appearances at staff, department, parent and community groups.	Communicates to the school community regularly through announcements, emails, signage, and a web page, and at other groups as requested.	Communication with the school community is limited to basic information about hours and policies.	Communication with the school community is limited and infrequent.

Standard III. Participates in and Seeks Professional Growth and Learning Opportunities, Including Workshops, Conferences and/or Classes.	4	3	2	1
Participates in professional organizations.	Belongs to school library and other professional organizations, reads professional literature, and regularly attends workshops and conferences. Accepts a position of leadership, participates on a task force or committee, and/or gives a workshop at a conference or meeting for a professional organization.	Belongs to professional organizations, reads professional literature, and regularly attends workshops and conferences.	Does not belong to professional organizations, rarely attends workshops or conferences, and rarely reads professional literature.	Does not belong to professional organizations, attend workshops or conferences and does not read professional literature.
Actively participates in school and District staff development.	Attends staff development opportunities offered at the school and District. Actively seeks opportunities to apply new knowledge to student learning in library. Regularly teaches staff development sessions to students and staff.	Attends staff development opportunities offered at the school and District. Actively seeks opportunities to apply new knowledge to student learning in library. When requested, teaches staff development sessions.	Rarely attends staff development opportunities at school site or District.	Does not participate in staff development opportunities.
Actively participates in school leadership.	Actively participates in school leadership team and task forces, committees, parent groups, and/or WASC teams.	Collaborates with school leadership, task force, and committees on projects impacting the library.	Rarely participates in or collaborates with school leadership, committees, or task forces.	Does not respond to requests for input to task forces, committees, or leadership team.

Standard IV. Provides Information-Seeking Expertise	4	3	2	1
 Manages efficient student and staff use of print and digital information resources and technologies, as budget allows. 	Advocates for, plans, budgets, and provides for adequate print and digital reference resources, using CSLA and ALA standards, as budget allows. Publicizes resources, provides staff development and training to students in their use.	Advocates for, plans, budgets, and provides for adequate print and digital reference resources and online subscription information services, using CSLA and ALA standards, and trains students in their use.	Does not actively work to provide adequate resources or actively promote their purchase and use. Little training provided to students and staff.	Does not actively work to provide adequate resources or actively promote their purchase and use.
Assesses and develops the library/media center's collection to align with the needs of the school community and the curriculum, as budget allows.	Regularly assesses the library collection using recognized standards of library selection, state frameworks and content standards, and analysis of frequently assigned topics at the school site. Actively seeks to improve the collection as budget allows. Uses recognized review sources to select quality materials.	Regularly assesses the library collection using recognized standards of library selection, state frameworks and content standards, and analysis of frequently assigned topics at the school site. Actively seeks to improve the collection as budget allows. Uses recognized review sources to select quality materials.	Seeks to add to the library collection, but with little regard to data from analysis of regularly assigned research projects or recognized standards of library selection and state curriculum.	Does not engage in analysis of the library collection or actively seek to improve the collection.
 Implements information literacy standards as the basis for instruction in the school library media center program, as delineated in the District library plan and CSLA and/or ALA standards. 	Regularly includes information literacy standards in lesson plans in the school library media center, actively works to inform teachers of the information literacy standards, and collaborates with teachers to incorporate them in projects in the library.	Regularly includes literacy information literacy standards in lesson plans in the school library media center.	Rarely or occasionally includes information literacy standards in lesson plans in the school library media center, does not inform teachers about the information literacy standards or advocate for their use.	Unaware of or does not make use of information literacy standards in the library, and does not actively work to promote their use with teachers.
Teaches students and staff how to evaluate print and digital information for reliability and relevance.	Includes evaluation of print and digital information in presentations to students and staff, and provides print and/or online information on evaluating print and digital information.	Includes evaluation of print and digital information in presentations to students and staff.	Teaches students and staff how to locate and use print and digital information, but does not regularly teach them how to evaluate the information.	Print and digital information are available in the library, but little or no effort is made to teach students and staff how to evaluate the information they locate.
Keeps informed about developments in information resources and emerging technologies and seeks to make them available in the school library as budget allows.	Keeps informed of emerging technologies and new developments in information resources, and works to incorporate them into the library media program as appropriate.	Keeps informed of emerging technologies and new developments in information resources, and works to incorporate them into the library media program as appropriate.	Unaware of, or does not work to incorporate, new developments in emerging technologies and information resources into the library media program.	Does not keep informed of or seek to incorporate new technology into the library media program.

Standard V. Collaborates With Other Teachers and the School Community to Foster a Love of Reading	4	3	2	1
Selects library books and other reading materials that support reading development for all students.	Selection of library books includes materials for a variety of reading levels, interests, and abilities, including college bound, English Language Learners, & struggling readers. Print resources include books, magazines and graphic novels. Librarian collaborates with teachers in selection.	Selection of library books includes materials for a variety of reading levels, interests, and abilities, including college bound students, English Language Learners, and struggling readers. Print resources include books, magazines and graphic novels.	Selection of library materials lacks variety in interest and ability levels, and may not meet the needs of special needs students. Rarely engages in analysis or collaborates with teachers in finding out the needs of the students when making selections.	Library materials selection shows little or no thought to the diverse needs of the student body, and does not engage in analysis or collaborate with teachers in their selection.
Selects professionally reviewed and recommended books that reflect excellence for children and young adults, using recognized sources such as ALA, AASL, CSLA, School Library Journal, Booklist, Wilson's, Library Media Connection, Teacher Librarian, Horn Book, recognized literary awards, professional web sites and literature seminars.	Regularly reads reviews from recognized professional sources in making book selections, consults web sites, attends seminars, and uses recognized literary awards for children and young adults as selection tools.	Regularly uses reviews from recognized professional sources, literary awards for children and young adults, professional web sites and/or seminars as selection tools.	Occasionally uses reviews from recognized professional sources or book award lists in making selections for the library. May depend heavily on publisher's reps or catalogs for book recommendations.	Rarely considers reviews from recognized professional sources or book award lists in making selections for the library, making solely personal selections or relying mostly on publisher's reps for recommendations.
 Collaborates with teachers to integrate literature into instruction and model reading strategies (elementary), and promotes critical reading, listening, and viewing among students. 	Actively collaborates with teachers to help them integrate literature into instruction and models reading strategies (elementary).	Available to teachers upon request to help them integrate literature into classroom instruction and model reading strategies (elementary).	Not knowledgeable about or rarely available to teachers to help them integrate literature into classroom instruction.	Not aware of strategies for incorporating literature and reading strategies, and is thus unable to share them with staff.
Shares knowledge about children's, young adult, and adult literature (as appropriate to the grade level of the students) with the school community in order to build a community of readers.	Actively shares knowledge of literature through presentations, book talks, library web site, and school newsletter. Participates in California Young Reader Medal and/or other state, local and national activities.	Regularly shares knowledge of literature through school newsletter and library website, and book talks as requested by teachers.	Occasionally shares knowledge of literature through school newsletter or library web site.	Rarely or never shares information about literature with the school community.
Promotes intellectual freedom and the right to read.	Actively promotes intellectual freedom through clear policies on censorship, book challenges, and informs the school community about intellectual freedom.	Aware of and follows policies on censorship, book challenges, and intellectual freedom, and informs teachers and/or parents as situations arise.	May be aware of intellectual freedom policies but does not effectively communicate them to others in the school community.	Unaware of and/or does not promote intellectual freedom in the school community.

Standard VI. Develops a Library/Media Center Collection that Supports Site's Curriculum and State Content Standards, as Budget Allows	4	3	2	1	
Selects print and digital resources based on selection policies, professional selection tools, and evaluation criteria that respond to the needs of the school community.	Consults selection policies, professional selection tools, and evaluation criteria in selecting library materials, and actively seeks input from the school community in selection of library resources.	Consults selection policies, professional selection tools, and evaluation criteria in selecting library materials, and accepts recommendations from teachers in selection process.	Aware of and uses professional selection tools and evaluation criteria, but rarely considers needs of teachers in selecting library resources, or considers needs of teachers but rarely consults professional tools.	Selection of library resources is not based on professional selection tools, and/or does not follow adopted selection and evaluation policies.	
Uses state curriculum content standards as one of the criteria for selection of library resources.	Knowledgeable of state content standards and uses them as one of the criteria for selection of library resources.	Knowledgeable about state content standards and uses them as one of the criteria for selection of library resources.	Not knowledgeable about curriculum content standards, or rarely considers them in selecting library resources.	Does not use state curriculum content standards as a factor in selecting library resources.	
 Selects library resources that ensure a broad range of points of view, formats, levels of difficulty, interests, and languages. 	Actively works to library resources that ensure a broad range of points of view, formats, levels of difficulty, interests, and languages.	Library resources include a broad range of points of view, formats, levels of difficulty, interests, and languages.	Library resources are limited in point of view, format, and levels of difficulty, interest, and languages.	Does not consider point of view, format, levels of difficulty, interest, and/or languages in selecting library resources.	
 Selects differentiated resources that meet the varied needs of second-language learners, special education students, disabled patrons, gifted and talented students, and basic students. 	Actively works to select differentiated resources that meet the varied needs of second-language learners, special education students, and disabled patrons, gifted and basic students.	Library resources include differentiated resources that meet the varied needs of second-language learners, special education students, and disabled patrons, gifted and basic students.	The library has limited resources that meet differentiated needs of second-language learners, special education students, and disabled patrons, gifted and basic students.	Little or no consideration is made for the needs of second-language learners, special education students, and disabled patrons, gifted and basic students in selection of library resources.	
• Selects library resources with racial, ethnic, gender, national, cultural, language, and religious diversity.	Actively works to select library resources with racial, ethnic, gender, national, cultural, language, and religious diversity.	Library resources include resources with racial, ethnic, gender, national, cultural, language, and religious diversity.	The library has limited resources with racial, ethnic, gender, national, cultural, language, and religious diversity.	Racial, ethnic, gender, national, cultural, language, and religious diversity are rarely a factor in making selections of library resources.	
 Develops and implements procedures for the removal of outdated or damaged library materials ("weeding"). 	Develops and implements procedures for the removal of outdated or damaged materials.	Develops and implements procedures for the removal of outdated or damaged materials.	Occasionally weeds the library collection, but has no regular procedure or process.	Does not remove outdated or damaged materials from the library collection.	
• Takes a leadership role in developing District/school library resource selection and acceptable use policies adopted by the Board of Education.	Collaborates with other Librarians in developing selection and acceptable use policies.	Collaborates with other Librarians in developing selection and acceptable use policies.	Follows but does not collaborate with others in developing policies.	Does not follow, or does not collaborate with others in developing policies.	

Standard VII. Shares in the Leadership for Curricular, Instructional, and Professional Development of the School and District.	4	3	2	1
Works closely with school and District administrators to plan and implement the school and District-wide library media programs.	Actively collaborates with District Librarian, District Administrators and/or other Librarians, to plan and implement the school and District-wide library programs.	Attends meetings with other Librarians and District officials, and completes assignments as requested to plan and implement library media programs.	Rarely collaborates with other Librarians or District officials to plan and implement school and District-wide library programs.	Does not attend meetings or collaborate with other Librarians or District officials to plan and implement library programs.
Schedules and/or participates in department meetings and serves on school and District committees.	Regularly holds meetings of site or District library staff, attends department meetings of other departments as needed, and serves on school and/or District committees which impact library programs.	Regularly holds meetings of site or District library staff and attends other meetings as requested which impact library programs.	Rarely convenes or attends department meetings at site or District level.	Does not participate in department or committee meetings.
 Plans and implements staff development on library resources, information literacy, ethical use of information, intellectual freedom, use of technology, and/or other professional topics at the site or District level. 	Plans and implements staff development on library resources, information literacy, ethical use of information, intellectual freedom, use of technology and/or other professional topics at the site or District level.	Plans and implements staff development sessions as requested or as the need arises.	Rarely plans or implements staff development sessions.	Does not plan or implement staff development.
 Participates in grant writing or efforts for the library, school and District. 	Actively seeks opportunities to improve library programs by participating in grant writing or other fund raising efforts, or soliciting donations from parent, staff, or community groups.	As requested by site principal or District officials, participates in grant writing or other fund raising efforts, or requests donations from staff, parent or community groups.	Rarely seeks additional funding opportunities or participate in grant writing.	Does not seek additional funding opportunities or participate in grant writing.

Standard VIII. Collaborates with School Community to Integrate Best practices of Information and Communication Technology into Curriculum and Instruction.	4	3	2	1
 Models best uses of information and communication technologies in teaching and presenting information to students, staff and community. 	Models best uses of information and communication technologies in teaching and presenting information to students, staff and community.	Models best uses of information and communication technologies in teaching and presenting information to students in the library.	Rarely uses technology in teaching and presenting information to students or staff.	Rarely or never uses technology in teaching and presenting information to students or staff.
Teaches strategic use of the library's online public access catalog (OPAC), online subscription databases, and other digital resources for research, class assignments, and personal use.	Teaches strategic use of the library's online public access catalog (OPAC), online subscription databases, and other digital resources for research, class assignments, and personal use to students and staff.	Teaches strategic use of the library's online public access catalog (OPAC), online subscription databases, and other digital resources for research, class assignments, and personal use to students.	Provides but rarely teaches strategic use of library electronic resources.	Does not provide or teach use of library electronic resources.
Teaches students and staff how to evaluate web sites for authority, accuracy, currency, bias, and usefulness.	Teaches students and staff how to evaluate web sites for authority, accuracy, currency, bias, and usefulness.	Teaches students how to evaluate web sites for authority, accuracy, currency, bias, and usefulness.	Provides internet access but rarely teaches students and/or staff how to evaluate web sites.	Does not teach students and/or staff how to evaluate web sites.
 Maintains a school library web site, providing digital resources for students, staff, and community. 	Maintains a school library web site, providing digital resources for students, staff, and community.	Maintains a school library web site, providing digital resources for students, staff, and community.	Maintains but rarely updates or improves a library web site.	Does not maintain a library web site.
Collaborates with the school's technology team to promote the use of information and communication technology in curriculum and instruction.	Actively collaborates with the school's technology planning and implementation team to promote the use of information and communication technology in instruction.	Collaborates with the school's technology team in promotion of information use and communication technology in instruction on projects impacting the library program.	Occasionally responds to requests from school's technology team to assist in promoting technology or incorporate it in the library program.	Not involved with school's technology team and does not promote use of technology in instruction.

Standard IX (a). Oversees the School Library/Media Center Program.	4	3	2	1
Adheres to the highest professional and ethical principles of education and librarianship in administration of the school library/media center program.	Promotes intellectual freedom and privacy rights of students and staff, and respects diversity. Treats library staff, other teachers, and students with respect. Is committed to student learning and actively participates in the school community. Reflects upon and makes changes in policies and practices, based on professional and ethical principles.	Promotes intellectual freedom and privacy rights of students and staff, and respects diversity. Treats library staff, other teachers, and students with respect. Participates in library-related concerns in the school community. Reflects upon and makes changes in policies and practices based upon professional and ethical principles.	Is unaware of or does not actively promote professional and ethical principles of education and librarianship in administration of the school library media center program.	Is unaware of and does not actively promote professional and ethical principles of education and librarianship in administration of the school library media center program.
Develops and administers policies and procedures to organize, manage, and assess the school library media program and resources. Examples may include: procedures for circulation of materials; assessing and collecting fines; care of equipment; handling donated materials; weeding the library collection; assisting students and staff (reference); keeping the facility clean and safe; storing materials; and ordering supplies.	Develops clear written policies to manage the library program and resources, trains library staff in policies and procedures, and ensures that policies are consistently followed.	Library staff are aware of and consistently follow clear policies and procedures, but policies may not be written (may be communicated orally, in meetings, or by email).	Policies and procedures in the library are inconsistent or unclear to library staff.	There are few or no clear policies and procedures in place to manage the library program and resources.
Develops and manages budgets to optimize the school library media program.	Develops and manages a yearly budget to optimize the school library media program, and clearly communicates library budget to administrators and leadership in an annual report.	Develops and manages a yearly budget to optimize the school library media program and submits budget to site principal annually.	Makes purchases as necessary from library budget, but may not plan ahead by creating and following a yearly budget.	Does not effectively plan and administrate a budget for the library program.
Trains and supervises library media paraprofessional personnel, student aides, and adult volunteers.	Conducts regular meetings and training sessions with library paraprofessional personnel. Manages the supervision of student aides and volunteers with clear policies.	Supervises library personnel, and trains library staff as the need arises. Manages the supervision of student aides and volunteers.	Little direction is given to library paraprofessional personnel, student aides or volunteers.	No direction or inconsistent direction is given to library paraprofessional personnel, student aides and volunteers.
 Identifies school library media staffing needs, participates in writing job descriptions and personnel competencies, suggests procedures for securing qualified library personnel, participates in interview process, and assists administrators in the evaluation of library media paraprofessional staff. 	Actively participates with administrators in library media staffing needs, interviews, and evaluation, including assisting in writing job descriptions, etc.	Participates as requested by administrators in library media staffing needs, including interviews and evaluations.	Leaves the staffing, interviewing, and evaluation of library personnel mainly to administrators without sufficient input from Librarian.	Leaves the staffing, interviewing, and evaluation of library personnel to administrators.

Standard IX (b) Administrates the Process of Ordering, Processing, Storing, Distributing and Collecting Textbooks and Teacher Resources.	4	3	2	1
 Actively works with site administrators and teachers to keep the District informed of textbook needs. 	Actively collaborates with administrators and department chairs and consults Master Schedule to gather data on course and enrollment changes affecting textbook needs, and informs District of needs in a timely manner.	Communicates with administrators and department chairs and consults Master Schedule to gather data on course and enrollment changes affecting textbook needs, and informs District of needs in a timely manner.	Relies mainly on levels of textbooks in the library, or estimates from paraprofessional staff, in determining textbook needs, rather than actively seeking data from administrators and teachers which would affect the ordering process.	Does not have any systematic process for gathering data which affects textbook needs.
• Manages and supervises the process of ordering, processing, distributing, and collecting textbooks.	Develops clear and consistent processes for ordering, processing, distributing, and collecting textbooks and communicates them effectively with library staff and faculty.	Develops clear and consistent processes for ordering, processing, distributing, and collecting textbooks and communicates them effectively with library staff.	elops clear and consistent esses for ordering, processing, distributing, and collecting textbooks are not clear or effective, and often result in problems with textbook ordering	
Clearly communicates District textbook policies to the school community.	Laws (such as Williams settlement) and District policies regarding textbooks are clearly posted in the library, and regularly communicated to the school community.	Laws (such as Williams settlement) and District policies regarding textbooks are clearly communicated at the beginning of the year to the school community.	Only communicates laws and policies regarding textbooks to the school community or parents when problems or questions arise.	Does not clearly communicate laws and policies regarding textbooks to the school community.
• Actively collaborates with District personnel in the piloting and ordering of new textbooks.	Creates a process for the orderly distribution and collection of pilot materials, assists teachers in evaluation of textbooks as requested, and actively assists the District in the ordering of new textbooks.	Creates a process for the orderly distribution and collection of pilot materials, assists teachers in evaluation of textbooks as requested, and actively assists the District in the ordering of new textbooks.	Rarely assists teachers in the evaluation process, and does not create an orderly process for distributing, tracking, and collecting pilot materials, resulting in delays in ordering new materials.	Does not collaborate in the piloting and ordering of new textbooks.
• Actively collaborates with District personnel in the collection and disposition of obsolete materials.	Clearly communicates policies and procedures for obsolete materials to library staff and school community. Creates efficient procedures for collecting and disposing of obsolete materials.	Creates efficient procedures for collecting and disposing of obsolete materials, and clearly communicates them to library staff. Obsolete materials are disposed of in a timely manner.	Does not have a systematic process for collecting, tracking, and disposing of obsolete materials, or does not complete the task in a timely manner.	Does not have a systematic process for collecting, tracking, and disposing of obsolete materials, and materials are not disposed of in a timely manner.
Effectively manages the use of textbook databases (Follett Destiny) to collect and track data, collect and distribute textbooks, and generate reports.	Effectively manages the use of textbook database to collect and track data, collect and distribute textbooks, and generate reports to manage textbooks.	Effectively manages the use of textbook database to collect and track data, collect and distribute textbooks, and generate reports to manage textbooks.	Uses the basic functions of textbook database to collect and distribute textbooks. May not be aware of or use all pertinent features, such as reports, to generate data.	Unable to effectively use the textbook database.

Standard X. Manages the School Library/Media Center Information and Equipment Resources.	4	3	2	1	
 Provides and manages library information to enable students, staff, and community to access and use information through a well maintained library web site with links to the library catalog (OPAC), research databases and other quality online resources. 	Collaborates with Information Management Services to provide on-campus and remote access to library web page and digital resources such as research databases, online catalog (OPAC), and other quality online resources. Regularly updates and improves the online resources.	Collaborates with Information Management Services to provide on-campus and remote access to library web page and digital resources such as research databases.	Maintains a library web page in order to provide on campus and remote access to information, but updates are infrequent and links may not be "live" and accessible.	Does not maintain a current library web page in order to provide on campus and remote access to information.	
 Trains students and staff in use of digital resources for communicating ideas and information, including interactive information technology (such as "web quests," "blogs," and "webinars"), as District policy allows. 	Advocates for and trains students and staff in the use of digital resources for communicating ideas and information in the library program, as District policies allow.	Models use of digital resources for communicating ideas and information by using them in the library program, as District policies allow.	Provides information or handouts on information technologies, but does not model their use or assist teachers in integrating them into the curriculum.	Is unaware of or unable to use information technologies to assist students and staff.	
 Manages use of library computers, printers, scanners, photocopiers, and other equipment and technologies accessed through the library, in alignment with school and District policies of acceptable use, and in collaboration with site IMS technician. 	Develops clear written policies to manage equipment, trains library staff in procedures, and ensures that policies are consistently followed by students and staff.	Develops clear policies to manage equipment, makes students and staff aware of the policies, and enforces them consistently.	Policies and procedures regarding equipment in the library are inconsistent or unclear to staff and students.	There are few or no clear policies and procedures in place to manage equipment, resulting in frequent need of repairs and lapses in service.	
 Manages the use of the sign-up computer labs and computer lab instructional assistant, in alignment with school and District policies of acceptable use. 	Creates clear policies and procedures for use of the sign- up computer labs, supervises the computer lab instructional assistant, and manages the maintenance and upkeep of lab equipment.	Creates clear policies and procedures for use of the sign- up computer labs, supervises the computer lab instructional assistant, and manages the maintenance and upkeep of lab equipment.	Policies and procedures regarding use of the computer labs are disorganized and/or not consistently enforced with faculty and students.	There are few or no clear policies and procedures in place to manage the computer labs, resulting in frequent need of repairs and lapses in service.	
 Collaborates with school leadership and District library administrators to integrate information literacy plans into school and District technology plans. 	Develops a clear library technology plan which integrates information literacy, and clearly communicates the plan to school administrators, leadership, and staff.	Responds as requested to school administrators, leadership, technology and/or staff to collaborate on developing a technology plan.	Does not develop clear library and/or library technology plans, or does not collaborate to integrate plans with the school and District plans.	Does not develop clear library and/or library technology plans.	

Standard XI. Plans and Evaluates the School Library/Media Center Program.	4	3	2	1
Establishes and communicates clear goals for the Library Media Center.	Develops and communicates clear goals for the library in alignment with site and District library media program goals, and recognized professional organizations, such as CSLA, ALA, and AASL. Goals are revisited and revised as needed.	Goals are established for the library media program in alignment with site and District program goals, revised as needed, and communicated to the school community.	Library program goals are established to meet school and district expectations, but are rarely revised and infrequently communicated.	Few or no goals are established. Goals are not revised or clearly communicated.
Evaluates the school library/media center program.	Systematically collects program statistics, assesses daily operations, uses professional assessment tools, and solicits feedback in order to conduct ongoing evaluation and improvement of the library.	Collects program statistics, assesses daily operations, uses professional assessment tools, and is open to feedback in order to evaluate the library program on an annual basis.	Uses mostly anecdotal evidence and response to crisis in conducting evaluation of the library media program; does not collect and reflect on data.	Evaluates the library media program rarely or not at all; does not collect data or reflect on possible improvements.
Writes and annually revises the school library media plan, aligned with school improvement, technology, and other school and District plans.	Writes and annually revises the school library media plan, aligned with SIP (school improvement), technology, and other school and District plans. Actively shares the library plan and goals with school community.	Writes and annually revises the school library media plan, aligned with school improvement, technology, and other school and District plans and includes in an annual report to site administrator.	Writes a school library media plan but rarely revises it, or does not communicate the plan with school leadership and administrators.	Does not write a school library media plan.
Collects data on student performance in the library and uses the results of assessments to guide instruction.	Information from a variety of ongoing assessments, both formal and informal, and feedback from teachers is used to plan and modify learning activities and support class and individual student needs and achievement in the library.	Information from a variety of assessments is used to plan and modify learning activities in the library, and adjustments are made as needed for student needs.	Information from a limited range of assessments is used to plan learning activities in the library and may or may not support class needs and achievement. Assessments are not used to adjust instruction.	Information about student learning is inappropriately or not used by the library media teacher to plan, guide or adjust instruction.
Meets regularly with school administrators to ensure sustained support for the school library media program.	Meets regularly with administrators to review achievements and challenges, make them aware of current and future needs, and enlist support for an adequate budget to support the school library media program.	Communicates with school administrates about library achievements and challenges at least annually to enlist support for an adequate budget to support the library program.	Rarely communicates library achievements and challenges to school administrators, so that library needs are not known or supported by an adequate budget.	Does not meet or communicate library achievements or challenges with school administrators.

Standard XII. Developing as a Professional Educator	4	3	2	1
Reflecting on teaching practice and planning professional development.	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time and plans professional development based on reflection.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time and may use reflection to plan professional development.	The teacher reflects on some lessons and areas of concern in his or her teaching practice, assesses growth in these areas with assistance and may use reflection to plan professional development.	The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.
Establishing professional goals and pursuing opportunities to grow professionally.	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are established with assistance. The teacher pursued opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.
Working with colleagues to improve professional practice.	The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and District-wide decision making, events and professional development.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet students needs and rarely participates in school or District events or learning activities.

APPENDIX E-11(a) TOSA GOAL SETTING FORM

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT TEACHER ON SPECIAL ASSIGNMENT GOAL SETTING FORM

Employee Name:	Employee #:		Site:		
Title/Subject/Grade Level:	Employment Status: (Check one)	☐ Temporary ☐ Intern ☐ Probationary ☐ Permanent	(0 1 2)		
Date of Conference:	Evaluating Administr	ator:			
SECTION 1: RESPONSIBILITY					
Responsibility I: Program Manager Responsibility II: Instructional Partner Responsibility III: Curriculum Developmer Responsibility IV: Community Liaison Responsibility V: Instructional Leader Responsibility VI: Developing as a Profess					
SECTION 2: GOALS AND OBJECTI	VES				
DISTRICT GOAL (Related to Responsib	ility #)				
OBJECTIVE(S) (HOW ARE YOU GOIN	G TO ACHIEVE GOA	L?)			
SITE GOAL (Related to Responsibility #)				
OBJECTIVE(S) (HOW ARE YOU GOIN	G TO ACHIEVE GOA	L?)			
PERSONAL GOAL (Related to Responsi	bility #				
OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)					
Evaluator's Signature	Date	Evaluatee's Signa	ture	Date	

APPENDIX E-11(b) TOSA CERTIFICATED EVALUATION REPORT

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT TEACHER ON SPECIAL ASSIGNMENT EVALUATION REPORT

EMPLOYEE NAME:		EMPLOYEE #:			SITE:	_	_	
TITLE/SUBJECT/GRADE	E LEVEL:	EMPLOYMENT STATUS: (CHECK ONE)	☐ IN	EMPORAI NTERN ROBATIOI ERMANEN	NARY (] 0 🗌 1 🔲	2)	
DATE OF CONFERENCE): 	EVALUATING.	EVALUATING ADMINISTRATOR:					
SECTION 1: EVALUA	ATION OF	PERFORMAN	CE					
Rating Scala	eeds District	3 = Meets District Standards	2 = *Partially Standards (Requires			*Does Not l District Sta (Unsatisfac	ındards	Not Applicable
*These ratings require a co *Requires completion of eva-			by Evaluator.					
Responsi Rating:	ibility I: Prog	gram Manager		4	3	2	1	N/A
Implement the instructional department.	l program con	sistent with the goals	s for the					
Monitor the implementation	n of the instru	ctional program.						
Oversee and monitor the but consistent with the program								
Design short and long term	plans to foste	r program improvem	ient.					
Collect and analyze data to progression.	influence pro	gram development a	nd					
Collect and utilize multiple	sources of in	formation to assess p	rogram needs.					
Communicate program info	ormation to Di	istrict and site person	nel.					
Rating:	4 🗌 3	uctional Partner 2		4	3	2	1	N/A
Plan and implement staff do								
Develop a timeline for staff development implementation.								
Design and sequence staff development activities for program participants to make the subject matter meaningful.								
Collaborate with school sites and departments to implement a comprehensive program.								
Serve as a resource for site personnel.								
Support the learning enviro students.	onments at difi	ferent sites to meet th	ne needs of the					
Provide opportunities for pr	rofessional gr	owth.						

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Responsibility III: Curriculum Development and Supervision Rating: 4 3 2 1	4	3	2	1	N/A
Consult with administration and staff to determine District and site needs.					
Establish protocols for piloting materials and analysis of the data from those materials.					
Procure materials for distribution to each site.					
Establish procedures for monitoring the program.					
Make site visitations to supervise the implementation of the program.					
Gather data, interpret data, and use data for program planning.					
Maintain documents for curriculum development.					
Present an assessment of student learning to District personnel, school sites, parents and the community.					
Responsibility IV: Community Liaison	4	3	2	1	N/A
Rating: 4 3 2 1	-			1	14/11
Serve as a liaison within the District.					
Maintain effective communication among program participants.					
• Implement communication procedures between the District Office, school sites, parents and the community.					
Create agendas for committee meetings.					
Provide applicable materials for committee meetings.					
Attend and participate in applicable committees and meetings. Communicate program information to District and site personnel.					
Responsibility V: Instructional Leader Rating: 4 3 2 1	4	3	2	1	N/A
Develop, prepare, sequence and organize demonstration of lessons.					
Present lessons to students.					
Develop student understanding through instructional strategies that are appropriate for the subject matter.					
Use materials, resources and technologies that make the subject matter meaningful.					
Use instructional time effectively.					
Create an environment that engages all students/staff.					
					•
Responsibility VI: Developing as a Professional Educator Rating: 4 3 2 1	4	3	2	1	N/A
Reflect on teaching practices and plan professional development.					
Establish professional goals and pursue opportunities to grow professionally.					
Work with communities to improve professional practice.					
Work with families to improve professional practice.					
Work with colleagues to improve professional practice.					

SECTION 2: RATING OF RESPONSIBILITIES

- 1. A TOSA who receives a majority of 4's under any one (1) Responsibility shall receive a Rating of 4 for that Responsibility.
- 2. A TOSA who receives 4's and 3's for all Elements under any one (1) Responsibility shall receive a Rating of 3 for that Responsibility.
- 3. A TOSA who receives a single 2 in any Element under any one (1) Responsibility may result in a Rating of 3 or 2 for that Responsibility at the Evaluator's discretion.
- 4. A TOSA who receives two (2) or more 2's in Elements of any one (1) Responsibility shall receive a Rating of 2 for that Responsibility.
- 5. A TOSA who receives a single 1 in an Element under any one (1) Responsibility shall receive a Rating of 2 for that Responsibility.
- 6. A TOSA who receives two (2) or more 1's in Elements under any one (1) Responsibility shall receive a Rating of 1 for that Responsibility.
- 7. A TOSA who receives a Rating of 1 on any one (1) Responsibility, excluding Responsibility VI, on the Final Evaluation, shall receive an Unsatisfactory Evaluation. Assistance Plan Required (2 or 1) (Check if applicable)

Any unit member who receives a Rating of 2 or 1 in more than one (1) Standard shall be evaluated annually until the unit member is no longer required to have an Assistance Plan.

SECTION 3: COMMENTS BY	EVALUATOR		
Areas of expected growth/addition	al comments:		
SECTION 4: COMMENTS BY	EVALUATEE		
	nal written response	e. If additional comments are attach (5) working days.	ned, check here:
I certify that this report has bee indicate agreement.	n discussed with r	me. I understand that my signatu	re does not necessarily
Evaluator's Signature	Date	Evaluatee's Signature	Date

APPENDIX E-11(c) TOSA CERTIFICATED REPORT CRITERIA

RATING SCALE: 4 = Exceeds District Standards 3 = Meets District Standards (Requires Improvement) *Requires Comment * Requires C								
Responsibility I: Program Manager	4	3	2	1	N/A			
• Implement the instructional program consistent with the goals of the department.	The TOSA is extremely proactive in implementing the instructional program consistent with the goals of the department.	The TOSA effectively implements the instructional program consistent with the goals of the department.	The TOSA participates in implementing the instructional program consistent with the goals of the department.	The TOSA is minimally involved in implementing the instructional program consistent with the goals of the department.	Responsibility not applicable to this TOSA.			
Monitor the implementation of the program.	The TOSA is highly proactive in monitoring the implementation of the program.	The TOSA effectively monitors the program.	The TOSA occasionally monitors the program.	The TOSA fails to monitor the program.	Responsibility not applicable to this TOSA.			
Oversee and monitor budget expenditures of the instructional program consistent with the program goals and state and federal guidelines.	The TOSA anticipates and responds to site needs when preparing budgets, following established procedures and suggesting improvements to those procedures. Reports are submitted on time.	The TOSA budgets are complete, anticipating all expenditures and following established procedures. Reports are always submitted on time.	The TOSA's efforts to prepare budgets are partially successful, anticipating most expenditures and following established procedures. Reports are sometimes submitted on time.	The TOSA does not follow established procedures for preparing budgets and submitting reports. Reports are routinely late.	Responsibility not applicable to this TOSA.			
Design short and long term plans to foster program improvements.	The TOSA's plan is highly coherent, taking into account the competing demands of making presentations and consulting with teachers, and has been developed following consultation with administrators and teachers.	The TOSA's plan is well designed to support each site and the teacher in program improvement.	The TOSA's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	The TOSA's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Responsibility not applicable to this TOSA.			
Collect and analyze data to influence program development and progression.	The TOSA is highly proactive in collecting and analyzing data to influence program development and progression.	The TOSA effectively collects and analyzes data to influence program development and progression.	The TOSA occasionally collects and analyzes data to influence program development and progression.	The TOSA fails to collect and analyze data to influence program development and progression.	Responsibility not applicable to this TOSA.			
Collect and utilize multiple sources of information to assess program needs.	The TOSA uses multiple sources of information and a wide range of appropriate assessment strategies to assess program needs.	The TOSA uses a variety of sources to collect information and several appropriate assessment strategies to assess program needs.	The TOSA uses one or two sources of information and few appropriate assessment strategies to assess program needs.	The TOSA uses no consistent sources of information and/or uses assessment strategies that are not appropriate to assessing program needs.	Responsibility not applicable to this TOSA.			

Responsibility II: Instructional Partner	4	3	2	1	N/A
Plan and implement staff development.	The TOSA's knowledge of specialty area and trends in professional development is wide and deep; specialist is regarded as an expert by colleagues and implements meaningful staff development.	The TOSA demonstrates thorough knowledge of specialty area and trends in professional development and implements meaningful development.	The TOSA demonstrates basic familiarity with specialty area and trends in professional development and implements staff development.	The TOSA demonstrates little or no familiarity with specialty area or trends in professional development and does not implement staff development.	Responsibility is not applicable to this TOSA.
Develop a timeline for staff development implementation.	The TOSA establishes a clear and timely timeline for staff development and implementation.	The TOSA organizes a timeline for staff development and implementation.	The TOSA develops a rudimentary timeline for staff development and implementation.	The TOSA does not develop a timeline for staff development and implementation.	Responsibility is not applicable to this TOSA.
Design and sequence staff development activities for program participants to make the subject matter meaningful.	Staff development activities are highly coherent and the learning sequence is aligned with the needs of the staff.	Plans are designed with a coherent structure with learning activities for staff well sequenced to promote understanding for the staff.	Plans are designed with a recognizable structure, but the sequence of the staff development is uneven and only promotes partial understanding.	The design sequence of the staff development has no relation to long term goals, has little recognizable structure and does not promote understanding for staff.	Responsibility is not applicable to this TOSA.
Collaborate with school sites and departments to implement a comprehensive program.	The TOSA takes a leadership role in coordinating the program and collaborating with school sites to implement a comprehensive program.	The TOSA initiates efforts to coordinate the program and collaborate with school sites to implement a comprehensive program.	The TOSA makes an effort to coordinate the program and collaborate with school sites to implement a comprehensive program.	The TOSA makes no effort to coordinate the program and collaborate with school sites to implement a comprehensive program.	Responsibility is not applicable to this TOSA.
Serve as a resource for site personnel.	The TOSA actively seeks out new resources from a wide range of sources to enrich teachers' skills in implementing the school's program.	The TOSA is fully aware of resources available in the school and District and in the larger professional community for teachers to advance their skills.	The TOSA demonstrates basic knowledge of resources available in the school and District for teachers to advance their skills.	The TOSA demonstrates little or no knowledge of resources available in the school or District for teachers to advance their skills.	Responsibility is not applicable to this TOSA.
Support the learning environments at different sites to meet the needs of the students.	The TOSA is continually seeking ways to improve the support program and makes changes as needed in response to site needs and staff expertise.	The TOSA makes revisions to the support program when it is needed.	The TOSA makes modest changes in the support program when confronted with evidence of the need to change.	The TOSA adheres to his/her plan, in spite of evidence of its inadequacy.	Responsibility is not applicable to this TOSA.
Provide opportunities for professional growth.	The TOSA actively provides a variety of opportunities for professional growth.	The TOSA provides effective opportunities for professional growth.	The TOSA provides minimal opportunities for professional growth.	The TOSA provides no opportunities for professional growth.	Responsibility is not applicable to this TOSA.

Responsibility III: Curriculum Development and Supervision	4	3	2	1	N/A
Consult with administrator and staff to determine District and site needs.	The TOSA has been proactive in consulting with administration and colleagues to determine District and site needs.	The TOSA is effective in consulting with administration and colleagues to determine District and site needs	The TOSA periodically consults with administration and colleagues to determine District and site needs.	The TOSA rarely consults with administration and colleagues to determine District and site needs.	Responsibility is not applicable to this TOSA.
• Establish protocols for piloting materials and analysis of the data from those materials.	The TOSA establishes clear and concise protocols for piloting materials and analysis of the data from the materials.	The TOSA designs protocols for piloting materials and analysis of the data from the materials.	The TOSA prepares a limited protocol for piloting materials and analysis of the data from the materials.	The TOSA does not establish protocol for piloting materials and analysis of the data from the materials.	Responsibility is not applicable to this TOSA.
 Procure materials for distribution to each site. 	The TOSA is highly proactive in locating resources for instructional improvement for teachers, anticipating their needs.	The TOSA locates resources for instructional improvement for teacher when asked to do so.	The TOSA's efforts to locate and procure resources for instructional improvement for teachers reflecting incomplete knowledge of what is available.	The TOSA fails to locate resources for instructional improvement for teachers even when specifically asked to do so.	Responsibility is not applicable to this TOSA.
 Establish procedures for monitoring the program. 	The TOSA's monitoring plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.	The TOSA's plan to monitor the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	The TOSA has a rudimentary plan to evaluate the instructional support program.	The TOSA has no plan to evaluate the program.	Responsibility is not applicable to this TOSA.
 Make site visitations to supervise the implementation of the program. 	The TOSA creates an efficient timeline for site visitations, notifies the sites, and follows through with site visitations to supervise the implementation of the program.	The TOSA visits the sites to supervise the implementation of the program.	The TOSA is sporadic about site visitations to supervise the implementation of the program.	The TOSA does not have a timeline for monitoring the program and does not do site visitations to supervise the implementations of the program.	Responsibility is not applicable to this TOSA.
Gather data, interpret data and use data for program planning.	The TOSA establishes an efficient procedure for gathering data, interpreting the data, presenting the information to District and site administrators and creates a plan to use the data for program planning.	The TOSA uses an effective system for gathering data, is effective in interpreting the data, presents the data to the appropriate personnel and develops a plan to use the data for program planning.	The TOSA gathers data sporadically with no plan, interprets only partial data, does limited dissemination of the analysis to District and site personnel and creates only a rudimentary plan to use the data for program planning.	The TOSA gathers minimal data with no plan or efficiency, does not interpret the data or present the District or site personnel with a plan to improve the program.	Responsibility is not applicable to this TOSA.

Responsibility III: Curriculum Development and Supervision (cont.)	4	3	2	1	N/A
Maintain documents for curriculum development.	The TOSA creates an organized and efficient system to maintain documents for curriculum development.	The TOSA maintains documents for the curriculum development.	The TOSA maintain only a partial set of documents that can be used for curriculum development.	The TOSA does not maintain documents for curriculum development.	Responsibility is not applicable to this TOSA.
 Present an assessment of student learning to District personnel, school sites, parents and the community. 	The TOSA presents an assessment of student learning to District personnel, school sites, parents and the community that is of uniformly high quality and appropriate to the needs of those being served.	The TOSA's presentation of an assessment of student learning is of good quality and appropriate to the needs of those being served.	The TOSA's presentation of an assessment of student learning is of mixed quality with only some information meeting the needs of those being served.	The TOSA's presentation of an assessment of student learning is of poor quality or incomplete and does not meet the needs of those being served.	Responsibility is not applicable to this TOSA.

Responsibility IV: Community Liaison	4	3	2	1	N/A
Serve as a liaison within the District.	The TOSA anticipates and responds to District and site program needs and is an active liaison within the District.	The TOSA initiates efforts to act as a liaison within the District.	The TOSA occasionally makes an effort to respond to the duties of a liaison within the District.	The TOSA rarely performs the duties of liaison within the District.	Responsibility is not applicable to this TOSA.
Maintain effective communication among program participants.	The TOSA is continually seeking ways to improve effective communication and collaborates with program participants.	The TOSA maintains effective and appropriate communication and collaborates with program participants.	The TOSA makes a modest effort to communicate with program participants.	The TOSA infrequently communicates in a meaningful way with program participants.	Responsibility is not applicable to this TOSA.
Implement communication procedures between the District office, school sites, parents and the community.	The TOSA uses a wide variety of communication procedures to disseminate information between the District office, school sites, parents and the community.	The TOSA implements effective communication procedures to disseminate information between the District office, school sites, parents and the community.	The TOSA occasionally communicates with the District office, school sites, parents and the community.	The TOSA has not implemented communication procedures and rarely communicates to notify the District office, school sites, parents or the community of the program.	Responsibility is not applicable to this TOSA.
Create agendas for committee meetings.	The TOSA consistently creates agendas for committee meetings.	The TOSA usually creates agendas for committee meetings.	The TOSA occasionally provides agendas for committee meetings.	The TOSA seldom or never provides agendas for committee meetings.	Responsibility is not applicable to this TOSA.
Provide applicable materials for committee meetings.	The TOSA provides meaningful materials for committee meetings to support goals and to clarify concepts for participants.	The TOSA provides appropriate materials for committee meetings and to support goals and to clarify concepts for participants.	The TOSA provides some materials for committee meetings that only partially support goals or clarifies concepts for participants.	The TOSA does not provide appropriate materials for committee meetings.	Responsibility is not applicable to this TOSA.
 Attend and participate in applicable committees and meetings. Communicate program information to District and site personnel. 	The TOSA regularly attends and participates in applicable committee meetings with current information and data. The TOSA communicates upto-date and valuable program information to District and site personnel.	The TOSA attends and participates in applicable committee meetings. The TOSA communicates current program information to District and site personnel.	The TOSA attends most applicable committee meetings. The TOSA occasionally communicates program information to District and site personnel.	The TOSA seldom/never attends committee meetings. The TOSA seldom/never communicates program information to District and site personnel.	Responsibility is not applicable to this TOSA.

Responsibility V: Instructional Leader	4	3	2	1	N/A
Develop, prepare, sequence and organize demonstration of lessons.	The quality of the TOSA's model lessons and workshops is uniformly high and appropriate to the needs of the teachers/students being served. The TOSA conducts extensive follow-up work with teachers/students.	The quality of the TOSA model lessons and workshops is uniformly high and appropriate to the needs of the teachers/students being served.	The quality of the TOSA model lessons and workshops is mixed, with some of them being appropriate to the needs of the teachers/student being served.	TOSA's model lessons and workshops are of poor quality or are not appropriate to the needs of the teachers/students being served.	Responsibility is not applicable to this TOSA.
Presents lessons to students.	The TOSA presents highly effective model lessons to students and models a variety of instructional strategies for staff.	The TOSA presents model lessons to the students and models instructional strategies for staff.	The TOSA presents few or disorganized lessons to students and provides minimal instructional strategies for staff.	The TOSA presents no lessons to staff or students.	Responsibility is not applicable to this TOSA
Develop student understanding through instructional strategies that are appropriate for the subject matter.	The TOSA facilitates student/staff understanding of concepts and information through a wide variety of instructional strategies.	The TOSA facilitates student/staff understanding of content and information through appropriate instructional strategies.	The TOSA may use a few strategies to make content and information accessible to students and staff.	The TOSA does not use instructional strategies that are appropriately matched to content and information that needs to be presented to students and staff.	Responsibility is not applicable to this TOSA
Use materials, resources and technologies that make the subject matter meaningful.	The TOSA facilitates student/staff understanding of concepts and information through highly effective use of materials, resources and technologies.	The TOSA facilitates student and staff understanding of concepts and information through appropriate use of materials, resources and technologies.	The TOSA may use some resources, materials and technologies infrequently to make the subject meaningful to students and staff.	The instructional materials, resources and technologies are either not used or used inappropriately and therefore do not make matter meaningful.	Responsibility is not applicable to this TOSA
Use instructional time effectively.	Pacing of the lesson or presentation is adjusted to ensure the engagement of all students/staff.	Pacing of the lesson or presentation is appropriate to the activities and information to engage all students/staff.	Instructional presentation time is paced so that activities and information is generally effective for most students/staff.	Instructional or presentation time is often rushed or too long or confusing, resulting in few students or staff understanding the concept.	Responsibility is not applicable to this TOSA

Responsibility V: Instructional Leader (cont.)	4	3	2	1	N/A
Create an environment that engages all students/staff.	The TOSA makes highly effective use of the students' physical environment with staff contributing to the physical arrangement while creating respectful, trusting and positive relationships.	Instructional specialist makes good use of the physical environment, resulting in engagement of all participants in the workshop activities within a climate of respect.	The physical environment does not impede workshop activities and the atmosphere is cordial.	Instructional specialists makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of training equipment, or little alignment between the physical arrangement and the workshop activities with little feeling of a respectful atmosphere.	Responsibility is not applicable to this TOSA

Responsibility VI: Developing as a Professional Educator	4	3	2	1	N/A
Reflect on teaching practices and plan professional development.	The TOSA reflects on his or her teaching practice in relation to staff and student learning and instructional goals, assesses growth over time and plans professional development based on reflection.	The TOSA reflects on his or her teaching practice in relation to areas of concern and staff and student learning, assess growth over time and may use reflection to plan professional development.	The TOSA reflects on some lessons and areas of concern in his or her teaching practice, assess growth in these areas with assistance and may use reflection to plan professional development.	The TOSA may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	Responsibility is not applicable to this TOSA.
Establish professional goals and pursue opportunities to grow professionally.	Professional goals are extended and the TOSA purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.	Professional goals are developed and the TOSA pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are established with assistance. The TOSA pursued opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are not established to guide practice. The TOSA rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.	Responsibility is not applicable to this TOSA.
Work with communities to improve professional practice.	The TOSA values students' and staffs' communities and used knowledge of them to benefit students and families provide students and staff with experiences that support their learning and promote collaboration between school and community.	The TOSA values students and staffs' communities and develops knowledge of them to benefit students, staff and families, provide some experiences to support student learning and support collaboration between school and community.	The TOSA understands the importance of students' and staff communities, but is not sure how to apply this to benefit students, staff and families, provide experiences to support learning or promote collaboration with the school.	The TOSA has limited knowledge of students' and staff communities or how to access them to provide learning experiences for students or to promote collaboration with the school.	Responsibility is not applicable to this TOSA.
Work with families to improve professional practice.	The TOSA respects all students, families, understands their diverse backgrounds, maintains ongoing positive interactions and provides multiple opportunities for meaningful participation in the school or community.	The TOSA respects students' families, develops positive communication and an understanding of their diverse backgrounds and provides opportunities for families to participate in school or community.	The TOSA respects some students' families, initiates communication and develops an understanding of their diverse backgrounds and may provide some opportunities for families to participate in the school or community.	The TOSA may demonstrate respect for students' families or their backgrounds, but has limited communication with families and is not sure how to provide opportunities for participation in the school or community.	Responsibility is not applicable to this TOSA.

Responsibility VI: Developing as a Professional Educator (cont.)	4	3	2	1	N/A
Work with colleagues to improve professional practice.	The TOSA engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs and contributes to school-wide and District-wide decision making, events and professional development.	The TOSA engages in dialogue with colleagues, collaborates with staff to make students' needs and participates in school-wide and District-wide events.	The TOSA engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some schoolwide and District-wide events.	The TOSA rarely converses with colleagues, rarely seeks out other staff to meet students' needs and rarely participates in school or District-wide events or learning activities.	Responsibility is not applicable to this TOSA.

APPENDIX F REQUEST FOR APPROVAL OF COURSE WORK



APPENDIX G-1 (CSEA) APPENDIX F (TVEA)

REQUEST FOR APPROVAL OF COURSE WORK

TVEA/TVUSD Article 9.2.1 or CSEA/TVUSD Article 6.6

EMPLOYEE NAME:				
EMPLOYEE#				
	CERTIFICATED*		CLAS	SSIFIED
SITE/LOCATION:				
COLLEGE:				
TITLE & COU	RSE WORK	SEMESTER UNITS	QUARTER UNITS	CLASS STARTS
*Per TVEA/TVUSD A "Six (6) of the require the following cour CLAD/SDAIE/BCLAD Classroom Managemen	d fifteen (15) units not see content areas: O, Writing (Writing)	Reading S Strategies), Tea to teaching assign	advancement mustrategies, Mat ching Special ment."	h, Technology,
Employee's Signature:		_	Date:	
APPROV Administrator's Signatu		DISAPPRO	DveD Date:	
SUBMIT	TO HUMAN RESOU	JRCES DEVELO	PMENT DIVIS	ION
APPROV	ED	DISAPPRO	OVED	
Assistant Superintender	nt, Human Resources	Development		Date:
Original – HRD Cony	v – Employee			6/09

APPENDIX G-3 APPLICATION FOR UNPAID LEAVE OF ABSENCE

TEMECULA VALLEY
Unified School District

APPENDIX G-3

APPLICATION FOR UNPAID LEAVE OF ABSENCE

TVEA Articles 10.6, 10.7, 10.11, or CSEA Articles 9.5.2, 9.6, 9.9

Name			Reason for Leave:	Peace Corps	
Employee#	Certificated Classif	ied 🗌		Care for Ill Family Member	
Position				Long-Term Illness of the Unit Member	
School or Department				Professional Study or Research	
Date (s) Leave requested					
Address while on leave:					
Explain in detail the purpose of	of leave:				
Unified School District. I und	e, I agree to conform to the pr derstand that failure to notify I or to termination of my leave w	Human Resou	irces Developi	ment of my intention to ret	turn to
Signature				Date	
RECOMMENDATION:	Approved Disa	approved [
Director Human Resources Developme	ent			Date	
EMPLOYEE #:		SITE:			
START DATE:		EFFECTIV	E:		
POSITION:		BOARD AG	GENDA DAT	E:	

APPENDIX G-4 EMPLOYEE LEAVE REQUEST

APPENDIX D (CSEA) APPENDIX G-4 (TVEA)

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT EMPLOYEE LEAVE REQUEST (All Leaves Require Advance Approval)

Name:				Work Site:		
Certificate	d	C	lassified	Confidential		Administrator
Date(s) of	Absence:	From			To	
Number o	f Work Day	s Involved	l:		Employee #	
I hereby r	equest leave	be grante	ed as indicated:			
	PERSONAL	L TIME O	FF – Without C	Compensation (TVEA/TVUS	D Art. 10.6, 10.7, 10).11 or CSEA/TVUSD Art. 9.6. & 9.9)
	BEREAVE	MENT - N	Maximum of 3 D	Pays (Or 5 days if out of	state or one-wa	y travel in excess of 300 miles)
				y members) (TVEA/TVUSD)		
	Relationship	of decease	ed:			
	Residence of	f deceased	(City/State):			
	PERSONAL	L NECES	SITIY - Up to se	ven (7) days per year. (0	SEA 538 Art. 9.3)	
				a member of the unit me		ate family. (CSEA 9.3.2a)
		(Explanat	ion - use space	below)		
				ember's person or proper		
	1	member's i	immediate famil	y. (CSEA 9.3.2b) (Explanat	ion - use space	below)
		Appearanc	e in any court as	s a litigant or witness und	ler subpoena (C	SEA 9.3.2c)
		(Explanat	ion – use space	below)		
						discretion of the Superintendent
						ailable for purposes of personal l, for matters which can be
						EA 9.3.2d) (Explanation - use
		space belo	w)			
	Explain: _					
	PARENTA	L (CHILD	BONDING) L	EAVE - Contact Human	n Resources De	velopment (TVEA 10.5 or CSEA 9.6)
	JUDICIAL	– Unit me	mbers will be pr	ovided leave for regularl	y called jury di	aty and to appear as a
	witness in co	ourt, other	than as a litigant	t, for reasons not brought		the convenience or misconduct
	of the unit m	ember. (T	/EA 10.10 and CSEA	9.8)		
						ys in a year as Personal Business
						y or vacation period, and a unit
			tificated Staff (mai Business L	eave may not be carried over to
	-			1) day. (Classified Staf	f Only) (CSFA 0	3.0
		CI LL.I	<u>r L</u> - op to one (1) day. (Classifica State	_	3.3)
Employee	Signature:		•	•	Date:	
	APPROVED		DISAPPR			· -
	**T(DWAD	о то шима:	Administrator N RESOURCES DEV		Date
	- 10	JKWAK	J TO HUMA	V RESOURCES DE V	ELOTMEN	OFFICE
Date				Human Resources	Development	Administrator Signature
Original-Payr	roll Canary-	Supervisor	Pink-Employee	Goldenrod-Site copy (To be 1	-	
_		-				

APPENDIX H-1 LONGEVITY APPLICATION



APPENDIX H-1

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT LONGEVITY APPLICATION

TVEA/TVUSD Article 9.4.1

NAME:				
SCHOOL:				
EMPLOYEE #:				
YEARS COMPLETED IN TVUSD:				
TOTAL NUMBER OF YEARS YOU HAVE TAUC	HT:			
APPLYING FOR LONGEVITY STEP: 16	19	ı	22	25
Employee:		Date:		
HRD Office:		Date:		
This form must be sent to the HRD Office for an	oproval. You	will be sen	nt a copy for	vour

records.

APPENDIX I SHARED TEACHING CONTRACT AGREEMENT

SHARED TEACHING CONTRACT AGREEMENT

TVEA/TVUSD Article 22.1.2

WE HAVE READ THE CONTRACT AND AGREE WITH ALL TERMS.

The undersigned do agree to share teaching response	onsibilities at	
school in the position of Effective Date		ear.
Please indicate what percentage each teacher wil	l work:	
Teacher #1 – Print %	Teacher # 2 – Print %	
Signature Teacher #1 Date	Signature Teacher #2 Date	
The insurance package will be the following: (pl	lease state)	
Principal's Approval	Date	
APPROVAL	DENIAL	
Signature – Human Resources Development Div		06/09

APPENDIX J REQUEST FOR TRANSFER/REASSIGNMENT

CERTIFICATED REQUEST FOR TRANSFER

For Posted Positions*
TVEA/TVUSD Article 12.2.4, 12.3.1

Name			Date		
Employee #	ee#		Present Location		
Present Assig	gnment	t			
Home Addre	ess			Home Phone	
In order of n	referen	ce I wish to reque	est consideration	n for the following assignn	nent:
•	Site/Scl		ost consideration	i for the following assigning	iciic.
		•			
(Grade/S	Subject/Position			_
2. \$	Site/Scl	hool			
(Grade/S	Subject/Position			
3. \$	Site/Scl	hool			
(Grade/S	Subject/Position			
My re	quest is	s based on these re	easons:		
	A Sl	EPARATE FORM	M IS REQUIR	ED FOR EACH NEW PO	OSTING.
fo tl	orm and he Distr	l any required/sugge ict Office, prior to th	ested documentati	ing a transfer to submit electr on to Human Resources Deve late.	
(Attach Required	Documen		BMIT REQUES	T TO HRD	
		For	HRD Use Only -	Certificated	
Crede	ntial(s):			Subject	
				Subject	
NCLB Certif	fication:	Yes	No	Subject	
EL Certif	fication:	Yes	No		
		PAR A	Assistance Plan		

APPENDIX K EXTENDED WORK YEAR AGREEMENT



APPENDIX K

EXTENDED WORK YEAR AGREEMENT

EMPLOYEE NAME:	
EMPLOYEE #:	
CERTIFICA	TED CLASSIFIED
POSITION:	
SITE/LOCATION:	
EFFECTIVE DATE:	
CURRENT WORK YEAR	PROPOSED WORK YEAR
# DAYS -	# DAYS -
# MONTHS -	# MONTHS -
# HOURS -	# HOURS -
year program needs may require my position to currently allocated for my position. Per my signature below, I agree to work an exter I understand this is for up to a one (1) fiscal younged upon program needs. Please note that	rear period only and/or until further notice, and a fiscal years end on June 30 th each year. I approval to sign up for health benefits and that I
Employee's Signature:	Date:
Site Administrator's Signature:	Date:
SUBMIT TO HUMAN RESOURC	CES DEVELOPMENT DIVISION
Date: Assistant Super Original – HRD Copy – Payroll	rintendent Human Resources Development TVUSD #0007806 10/05

APPENDIX L PROFESSIONAL DAY RELEASE PLAN

PROFESSIONAL RELEASE DAY PLAN FOR TEACHERS IN GRADES 1-5

TVEA/TVUSD Article 5.10.2

NAME:	DATE SUBMITTED:	
GRADE:	RELEASE DATE:	
SCHOOL:	CIRCLE:	Day 1 or Day 2
SUPERVISOR	PLAN APPROVAL:	
PLANNING AND PREPARATION OBJECTIVE	YES:	PLEASE CHECK COMPLETED OBJECTIVES
PLANNING AND PREPARATION ACTIVITION	ES:	PLEASE CHECK COMPLETED ACTIVITIES

PLEASE RETURN YOUR CHECKED-OFF PLAN TO YOUR SUPERVISOR AT THE END OF THE DAY

TVUSD #000826

06/09

APPENDIX M ADDITIONAL TEACHING PREPARATION ASSIGNMENT AGREEMENT

Employee Name:					
Position:					_
Site/Location:					_
Start Date:				End Date:	
COURSES					
In accordance with					
In accordance with result in more than to 5.11.1 Middle sch unless mutually agr be excluded are EL SDC Concepts, Bi Education classroom	three (3) teaching as nool teachers will not eed upon (using Ap , Interventions, Virt RIDGE, SH, STEP	signment prepa be assigned m pendix M) by t aal School, PE,	ations for the ore than three he teacher and VAPA, and	e specified ti e (3) teaching nd site admir Special Educ	ime only. g assignment pre nistrator. Assign cation programs

Date

Site Administrator's Signature

APPENDIX N TEMPORARY EXPANDED CLASS (TEC) COMPENSATION FORM



APPENDIX N

TEMPORARY EXPANDED CLASS (TEC) COMPENSATION FORM TVEA Articles 5.9.1

School Site:						Coverage Dat	e:	
Teacher Nam	ne:					Grade Leve	d:	
5.9.1 Temporary Expanded Class (TEC) Compensation Unit members teaching TK-5 shall not be required to take on additional students for another unit member except in the event that a substitute cannot be secured. In the event a unit member in TK-5 is temporarily assigned students which causes a unit member's enrollment to exceed the highest enrolled classroom roster in the assigned grade at the site, the unit member will be compensated accordingly.								
Ha	I Day TEC If Day TEC	than th	ree (3) ho per studer o three (3	ours. nt rate if s) hours.	students a	re in attend		n class greater ass less than or
1		2		3		4		5
	-		=		x	\$	=	\$
Number of students in the impacted classroom*	Minus	Highest enrollment at that grade level at this site	Equals	TEC#	Times	TEC Rate	Equals	TEC Compensation
*Includes ma	instreamed	Special Education	students i	n class for	core conte	nt without add	litional adu	lt support.
Administra Signatu							Date _	
Teacl Signatu							Date _	

APPENDIX O ONE TIME HEALTH & WELFARE PREMIUM INCREASE OFFSET

WHEREAS, the representatives of the District and the Association have met and agreed upon the following Agreement in an effort to assist unit members in offsetting 2017-2018 Health and Welfare premium increases.

WHEREAS, all agreed upon provisions shall become effective November 13, 2017, and shall remain in effect through June 30, 2018; unless the parties meet to negotiate a subsequent expiration date of this Agreement.

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1. The District agrees to pay a one-time disbursement to assist TVEA members with the increase in insurance costs for the 2017-18 year. Unit members who are actively enrolled in the District's Health and Welfare program will receive up to a maximum of \$75 per month for the months of October 2017 through June 2018. This disbursement will be distributed as follows:
 - A. For those members who have opted to pre-tax (IRS 125 Plan) their benefits, a negative voluntary deduction will be made on their paycheck in the agreed upon amount. This will be a one-time adjustment for the 9-month period and will be seen in the February paycheck as a part of the normal pay cycle.
 - B. For those members who have not opted to pre-tax their benefits, the payment will occur through a warrant issued as a reimbursement. This warrant is a paper check that cannot be auto-deposited so each member will need to pick up and deposit this check on their own. The timeline for these warrants is approximately the same as for the February pay checks.

As the District is issuing the entire 9-month reimbursement in February, any member who leaves the employment of the district prior to fulfilling the remainder of the contract year will owe back to the District any portion of the reimbursement that is not payable to them based upon the concept of one month's service earning one month's reimbursement.

After June 30, 2018, the District's Health and Welfare contribution shall revert to the 2016-2017 benefits contribution limit of \$10,287.

- 2. The District and TVEA agree that this one time adjustment to health and welfare benefits shall have no impact on retiree medical benefits.
- 3. The District and TVEA agree that negotiations for Article 7: Compensation and Benefits for the 2017-2018 school year shall be considered closed.

APPENDIX P 4th/5th GRADE NON-ENROLLED STUDENTS

- 1. Students in grades four (4) and five (5), who attend and participate in at least a combined 150 minutes of weekly English Language Arts and/or Math and/or Social Science and/or Science instruction, but are not on the teacher's roster, shall be included in the class size maximum number of students noted in section 11.2 of the CBA.
- 2. In the event that any individual teacher's class size in grades four (4) and five (5) exceeds 32 students, all students not enrolled on the teacher's roster will be assigned to a participation level in accordance with the chart below:

Levels	Weekly Classroom Participation in ELA/Math/Science/Social Science	Daily Equivalent	Daily Compensation
I	150 - 220 minutes	30 - 44 minutes	\$1.30
II	221 - 244 minutes	45 - 48 minutes	\$2.25
III	245 - 369 minutes	49 - 73 minutes	\$3.00
IV	370 - 489 minutes	74 - 97 minutes	\$4.00
V	490 plus minutes	98 plus minutes	\$4.75

3. Per student daily overage compensation will be based on the weighted average compensation rate of all eligible students who are not enrolled on teacher's roster, multiplied by the actual number of students exceeding 32. For example:

				9n/2017 Enrolled Students	
				(Wednesday)	
Teacher				30	0
	Non-Enrolled Stu	Comp. I	Rate	Number of	
	Levels			Students in Each	
				Level	
	Level I	\$	1.30	0	D
	Level II	\$	2.25	1	1
Additional Non- Enrolled on Roster	Level III	\$	3.00	2	2
Students	Level IV	\$	4.00	1	1
	Level V	\$	4.75	0)
	Total=/< 3			→ 2	
				\$ 6.1	13

=((1.30*0)+(2.25*1)+(3.00*2)+(4.00*1)+(4.75*0))/(0+1+2+1+0)*1=6.13

- 4. In no event shall a teacher's class size (enrolled students on roster + students not on the teacher's roster) exceed 35 students.
- 5. To maximize assigned support, class sizes at the same site and grade level may be unbalanced. An attempt will be made to place students in an equitable manner.
- 6. Enrollment in grades 4 and 5 may exceed the maximum noted in Article 11.2 during the first 10 days of each first semester. The compensation noted in this agreement shall not apply until this grace period has expired.
- 7. This Appendix shall not in any way impact Grade Span Adjustment (GSA) requirements for grades Transitional Kindergarten up to and including grade three (3). When calculating GSA averages, the District will adhere to applicable law only.
- 8. It is the intent of the District to provide compensation to eligible unit members in their monthly paychecks, using a one (1) month "lookback period". Monthly payment will be contingent upon the completion and submission of all required paperwork by the school site to Fiscal Services by the 15th of each month (September May). The "lookback period" for the months of May and June will be combined and data must be submitted to site administration prior to the last day of school. Examples of the first and last "lookback" periods and data submission deadlines are noted below:

Lookback Period	Teacher Submission	Monthly Compensation
9/1 - 9/30	10/1 - 10/7	10/31
5/1 - 6/1	6/1 - Last student day	6/30

Prior to the submission of this data, teachers will be required to verify monthly enrollment. Failure to meet the monthly 15th deadline will result in eligible compensation being paid the following month. Payroll will not issue separate checks for this compensation, for any reason.

APPENDIX Q INTERN SUPPORT PROVIDERS

Intern Support Providers shall receive an annual stipend in the amount of \$1,500. Said stipend shall be paid tenthly.

1. Eligibility

Intern Support Providers must be in possession of the following:

- 1. Must hold a valid corresponding Clear or Life credential;
- 2. Must have at least three (3) years of successful teaching experience;
- 3. Must have an EL Authorization, if supporting an Intern who does not already possess such an authorization; and
- 4. Must have met or exceeded District expectations on their last evaluation.

When selecting Intern Support Providers, eligible unit members at the same worksite as the Intern will be given priority consideration.

2. Responsibilities

Intern Support Providers work closely with assigned Intern(s) throughout their Internship teaching year(s). Intern Support Providers are responsible for providing instructional and non-instructional support such as:

- 1. Content specific coaching;
- 2. Planning and scheduling assistance;
- 3. Addressing the unique needs of English Language Learners;
- 4. Facilitating demonstration lessons and meetings;
- 5. Special Education compliance;
- 6. Problem-solving; and
- 7. Communicating with university supervisors.

Support will take place through a variety of methods, including but not limited to, face-to-face meetings, telephone conferences, and emails. It is anticipated that interns will be supported by their Support Providers an average of at least one (1) hour per week throughout each school year. Additional support may be required depending on the time of year and/or needs of the Intern. In the event that an Intern Support Provider must be assigned to an Intern teacher at a different work location, every effort shall be made to provide the required support outside of the instructional day. Any lesson and/or meeting observation release time must have the prior approval of the Intern and the Intern Support Provider's principals.

EXHIBIT 4

Status: ADOPTED

Policy 5141: Health Care And Emergencies

Original Adopted Date: 01/16/2018

The Board of Trustees recognizes the importance of taking appropriate action whenever an emergency threatens the safety, health, or welfare of a student at school or during school-sponsored activities.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.22 - Infectious Diseases)

(cf. 5142 - Safety)

The Superintendent or designee shall develop procedures to ensure that first aid and/or medical attention is provided as quickly as possible when accidents and injuries to students occur and that parents/guardians are notified as appropriate.

(cf. 3530 - Risk Management/Insurance)

(cf. 5143 - Insurance)

(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall ask parents/guardians to provide emergency contact information in order to facilitate communication in the event of an accident or illness.

District staff shall appropriately report and document student accidents.

"Do Not Resuscitate" Orders

The Board believes that staff members should not be placed in the position of determining whether or not to follow any parental or medical "do not resuscitate" orders. Staff shall not accept or follow any such orders except under the specific written direction of the Superintendent or designee. The Superintendent or designee may only direct a staff member to follow a "do not resuscitate" order if he/she has received a written parent/guardian authorization, with an authorized health care provider statement, and an order of an appropriate court.

The Superintendent or designee shall ensure that parents/guardians who have submitted a "do not resuscitate" order are informed of this policy.

Automated External Defibrillators

The Board authorizes the Superintendent or designee to place automated external defibrillators (AEDs) at designated school sites for use by school employees in an emergency.

The Superintendent or designee shall develop guidelines for employees regarding these devices and shall ensure that employees receive information that describes sudden cardiac arrest, the school's emergency response plan, and the proper use of an AED. The guidelines shall also specify the placement, security, and maintenance of the AED.

The authorization of AEDs in district schools shall not be deemed to create a guarantee that an AED will be present or will be used in the case of an emergency, or that a trained employee will be present and/or able to use an AED in an emergency, or that the AED will operate properly.

EXHIBIT 5

Status: ADOPTED

Regulation 5141: Health Care And Emergencies

Original Adopted Date: 01/16/2018

Emergency Contact Information

In order to facilitate contact in case of an emergency or accident, the principal or designee shall annually request that parents/guardians provide the following information:

- 1. Home address and telephone number
- 2. Parent/guardian's business address and telephone number
- 3. Parent/guardian's cell phone number and email address, if applicable
- 4. Name, address, and telephone number of an alternative contact person to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
- 5. Local physician to call in case of emergency
- (cf. 5021 Noncustodial Parents)

(cf. 5142 - Safety)

In addition, parents/guardians shall be encouraged to notify the school whenever their emergency contact information changes.

Notification/Consent for Medical Treatment

Whenever a student requires emergency or urgent medical treatment while at school or a school-sponsored activity, the principal or designee shall contact the parent/guardian or other person identified on the emergency contact form in order to obtain consent for the medical treatment.

If the student's parent/guardian or other contact person cannot be reached to provide consent, the principal may seek reasonable medical treatment for the student as needed, unless the parent/guardian has previously filed with the district a written objection to any medical treatment other than first aid.

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

A person who has filed with the district a completed caregiver's authorization affidavit pursuant to Family Code 6550-6552 shall have the right to consent to or refuse school-related medical care on behalf of the minor student. The caregiver's authorization shall be invalid if the district receives notice that the minor student is no longer living with the caregiver or if the Superintendent or designee has actual knowledge of facts contrary to those stated on the affidavit. (Family Code 6550)

(cf. 5111.1 - District Residency)

The caregiver's consent to medical care shall be superseded by any contravening decision of the parent or other person having legal custody of the student, provided that this contravening decision does not jeopardize the student's life, health, or safety. (Family Code 6550)

Automated External Defibrillators

When an automated external defibrillator (AED) is placed in a district school, the Superintendent or designee shall notify an agent of the local emergency medical services agency of the existence, location, and type of AED acquired. (Health and Safety Code 1797.196, 1797.200)

The Superintendent or designee shall ensure that any AED placed at a district school is maintained and tested according to the operation and maintenance guidelines set forth by the manufacturer. (Health and Safety Code 1797.196)

The Superintendent or designee shall develop a written plan which describes the procedures to be followed in the event of a medical emergency, including an emergency that may involve the use of an AED. These procedures should

include, but not be limited to, requirements for immediate notification of the 911 emergency telephone number in the event of an emergency that may involve the use of an AED.

(cf. 0450 - Comprehensive Safety Plan)

The principal of any district school with an AED shall annually provide information to school employees that describes: (Health and Safety Code 1797.196)

- 1. Sudden cardiac arrest
- 2. The school's emergency response plan
- 3. The proper use of an AED

Instructions on how to use the AED, in no less than 14-point type, shall be posted next to every AED. In addition, school employees shall be notified annually of the location of all AED units on campus. (Health and Safety Code 1797.196)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Each AED shall be checked for readiness at least biannually and after each use. In addition, the Superintendent or designee shall ensure that an inspection is made of all AEDs at least every 90 days for potential issues related to operability of the device, including a blinking light or other obvious defect that may suggest tampering or that another problem has arisen with the functionality of the AED. The Superintendent or designee shall maintain records of these checks. (Health and Safety Code 1797.196)

(cf. 3580 - District Records)

EXHIBIT 6

Regulation 5141.52: Suicide Prevention

Status: ADOPTED

Original Adopted Date: 01/16/2018 | Last Revised Date: 09/27/2023 | Last Reviewed Date: 09/27/2023

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. The training shall be offered under the direction of a district counselor/psychologist, social worker, and/or in collaboration with one or more community mental health agencies.

(cf. 4131 - Staff Development) (cf. 4231 - Staff Development) (cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

- 1. The higher risk of suicide among certain groups, including, but not limited to, students who are impacted by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning.
- 2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors
- (cf. 5131.6 Alcohol and Other Drugs)
- 3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
- 4. Protective factors that may help to decrease a student's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
- 5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health
- 6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups
- (cf. 5141.6 School Health Services) (cf. 6164.2 - Guidance/Counseling Services)
- 7. Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed.
- 8. District procedures for responding after a suicide has occurred

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum in an age-appropriate manner and shall be designed to help students:

- 1. Identify and analyze signs of depression and self-destructive behaviors in oneself and others and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
- 2. Develop coping and resiliency skills and self-esteem

- 3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
- 4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5141.6 - School Health Services)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6164.2 - Guidance/Counseling Services)

Student Identification Cards

Student identification cards for students in grades 7-12 shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5).

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or acts of self-harm, the staff member shall promptly notify the principal, school counselor, school social worker, or school psychologist, who shall implement district intervention protocols as appropriate.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when there is reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student or others in the school community. In addition, the counselor may disclose information of a personal nature to psychotherapists, other healthcare providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

- 1. Immediately securing medical treatment and/or mental health services as necessary
- 2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
- 3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
- 4. When necessary, remove other students from the immediate area as soon as possible

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the

Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether it is necessary, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

When appropriate, for any student returning to school after a mental health crisis, the principal or designee may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school and determine the need for ongoing support.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing the confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address the grief of students and/or staff to minimize the risk of imitative suicide or suicide contagion. The Superintendent or designee shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Students significantly affected by suicide death and those who have been identified as at risk of imitative behavior will be closely monitored. School staff may receive assistance from the TVUSD Crisis Response Team in determining how best to discuss suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson, who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112 - Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

EXHIBIT 7

Board Policy Manual Temecula Valley Unified School District

Policy 5131.2: Bullying Status: ADOPTED

Original Adopted Date: 11/15/2022 | Last Reviewed Date: 11/15/2023

The Board of Education is committed to creating a safe learning and working environment for all students and employees. The Board of Education recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Non Discrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Such strategies shall be incorporated into the comprehensive safety plan, and to the extent possible, into the Local Control Accountability Plan and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

Bullying Definition(s)

Under California law, "Bullying" is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils that constitutes sexual harassment, hate violence or creates an intimidating or hostile educational environment, directed toward one or more pupils that have or can be reasonably predicted to have the effect of one or more of the following as per 48900(r):

- 1. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- 2. Causing a reasonable pupil to experience a substantially detrimental effect on the student's physical or mental health.
- 3. Causing a reasonable pupil to experience substantial interference with the student's academic performance.
- 4. Causing a reasonable pupil to experience substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Cyberbullying includes the electronic creation or the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device as defined in Education Code 48900. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Penal Code 653.2 makes it a crime for a person to distribute personal identity information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of the student's family (e.g., placing a person's picture or address online so that the student's receives harassing messages). Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting).

Bullying Prevention

To the extent possible, district and school strategies shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of the district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying and alleged aggressors of bullying.

(cf. 5137 - Positive School Climate)

The district is committed to providing students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social-emotional learning, behavioral skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, religious beliefs and customs, and any other individual bias or prejudice.

The district is committed to providing school staff with related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Based on an assessment of bullying incidents at school, the Superintendent, or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

- 1. Discuss the diversity of the student body and school community, including their varying immigration experiences.
- 2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims.
- 3. Identify the signs of bullying or harassing behavior.
- 4. Take immediate corrective action when bullying is observed.
- 5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior.

(cf. 6164.2 - Guidance/Counseling Services)

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)(https://simbli.eboardsolutions.com/SU/3mkdCKM5Sm0ZAxQSbvTOKw==)

When appropriate, based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement. The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, mental health counselor, school psychologist, social worker, student welfare and success personnel, school nurse, and/or law enforcement or other school support personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. Education Code 48900.9 and/or law enforcement.

Reporting and Filing of Complaints

Any student, parent/guardian or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, and whether a uniform complaint has been filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report the observation to the principal whether the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify district personnel.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer/designee shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 5131.2. The student who is the alleged victim of bullying shall be given the opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the district's uniform complaint procedures specified in AR 5131.2.

All complaints alleging bullying based on a protected status such as the actual or perceived characteristics of race or ethnicity, color, nationality, national origin, immigration status, ethnic group identification, age, religion, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics shall utilize the Uniform Complaint Process AR- 1312.3.

If such reports or complaints of bullying based on protected status are reported to the site level, they will be forwarded to the district within 3 days and investigated and resolved by the District Compliance Officer/designee within 60 calendar days of the district's receipt of the complaint.

All complaints alleging bullying based on a non-protected status, shall be investigated and resolved at the site-level. At each school location, the principal/designee is responsible for providing information about complaints alleging violations of this policy to the complainant.

All members of the school community, including students, parents/guardians, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy. Reports may be made anonymously, but formal disciplinary action may not be based solely on an anonymous report. Prompt and reasonable investigation of alleged acts of bullying is expected and the site-level administrator shall take action reasonably calculated to stop the bullying, stop it from recurring, and provide interim interventions, as needed, to support the alleged target.

If the complaint is about the principal or a staff member's direct supervisor, then the Superintendent/Designee or appropriate administrator shall be asked to address the complaint.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

Discipline

Consequences and appropriate corrective actions for a student who commits an act of discrimination, intimidation, harassment, or bullying of any type, may range from behavioral intervention and education up to and including suspension or expulsion.

Any student who engages in bullying on school premises, or off-campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion in accordance with the district's policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)

((https://simbli.eboardsolutions.com/SU/jAcOpwifApdRjYQ7GaKNEQ==) cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Retaliation against a student because the student has filed a complaint or assisted or participated in a bullying investigation is also prohibited. Students who knowingly file false complaints of bullying or give false statements in an investigation shall be subject to discipline by measures up to and including suspension and expulsion, as shall any student who is found to have retaliated against another in violation of this policy.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 5145.3- Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5411. -Discipline)

If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the transfer in accordance with law and district policy on intra-district or interdistrict transfer, as applicable.

PROOF OF SERVICE
I declare that I am a resident of or employed in the County of San Diego,
State of California . I am over the age of 18 years. The name and address of my
Residence or business is 2888 Loker Avenue, Suite 303
Carlsbad CA 92010
On November 8, 2023, I served the Districts Position Statement
(Date) (Description of document(s))
in Case No. LA-CE-6841-E (Description of document(s) continued) PERB Case No., if known)
(Description of document(s) continued) PERB Case No., if known)
on the parties listed below by (check the applicable method(s)):
placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
personal delivery;
electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. (May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)
(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.) Stephanie J. Joseph, Staff Counsel ePERB Portal Email: sjoseph@cta.org
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on November 8, 2024,
at Carlsbad CA (Date)
(City) (State)
Alicia Cisneros — — — — — — — — — — — — — — — — — — —
(Type or print name) (Signature)

(02/2021) Proof of Service