

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TEMECULA VALLEY UNIFIED  
SCHOOL DISTRICT**

**AND**

**TEMECULA VALLEY EDUCATORS  
ASSOCIATION, CTA/NEA**

**TERM OF CONTRACT:**

**JULY 1, 2011 - JUNE 30, 2013**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**CONTRACT    PREAMBLE**

This is an Agreement made and entered into on July 1, 2011, 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:
- 2.1.1**    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;
  - 2.1.5**    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.

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- 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 TVEA shall compensate the District for the release-time presidency. The compensation shall also include the cost of benefits, STRS, Medicare, and workman's compensation.
- 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.

- 3.1.2** 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**

- 4.1** Any unit member who is a member of the Temecula Valley Educators Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of 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 ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period which commences thirty (30) days or more after submission to the District payroll office.
- 4.2** Any unit member who is not a member of the Temecula Valley Educators Association, CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments (as determined by PERB), payable to the Association in one lump sum cash payment or in the same manner as required for the payment of membership dues, provided, however that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 4.1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 4.1, the Association shall so inform the District. The District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 4.1 of this article. There shall be no charge to the Association for such mandatory fair share deductions.

- 4.3** Any unit member who is a member of a religious body whose traditions, tenets or teachings include objections to joining financially supported employee organizations shall not be required to join or financially support the Temecula Valley Educators Association, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:  
Temecula Valley Scholarship Foundation, Promising Christmas, United Way, Red Cross, Assistance League, Community Pantry, or other charitable organization as mutually agreed upon.
- 4.4** Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditions, tenets, or teachings object to joining or financially supporting employee organizations, pursuant to the Association and District as a condition of continued exemption from the provisions of Sections 4.1 and 4.2 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year.
- 4.5** With respect to all sums deducted by the District pursuant to Sections 4.1 and 4.2 above, whether for membership dues for fair share, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 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.

## **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 (7½) 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.
- 5.6** 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.

- 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 the hourly rate or receive compensation time.

**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.

**5.10.2** 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** Middle school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon by the teacher and site administrator. Assignments to be excluded are EL, Interventions, PE and VAPA.

- 5.12** High school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon by the teacher and site administrator. Assignments to be excluded are Career Tech, EL, Interventions, PE, ROTC and VAPA.

**5.13** Each site will have school-wide intervention program(s) to be approved by 60% of the bargaining unit members. TVEA and the site administrator will conduct the vote.

**5.14** 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** Compensation for the 2011 through 2014 school years will be according to Appendices B-1, B-2, B-3, B-4, and B-5.

Effective the 2013-2014 school year the District agrees to add Step 25 to Appendices B-1, B-3, B-4, and B-5.

**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, and B-5. 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 July 1, 2007, the salary Appendix C-2, Direct Student Instruction: Home teaching shall be at the rate of \$47.86 per hour.

**7.1.3** Unit members will be paid twelfthly.

**7.2 HEALTH AND WELFARE BENEFITS**

**7.2.1** 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 \$743.50 per month (twelfthly) effective for the 2012-2013 school year. Payment of any additional medical, dental or vision insurance premium costs shall be paid by the individual unit member, (Appendix B-6).

If the preliminary estimate for health benefits for the 2012-2013 fiscal year exceeds the contribution limit, after adding in the funds from the insurance reserve, the IAC will be convened to develop plan and coverage modifications.

**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 Joint TVEA Committee shall continue a review of the District's medical and benefit plans to study and recommend benefit providers and cost efficiencies.

**7.2.4** The District shall establish an insurance advisory committee for the purpose of researching available options and cost economies to maximize plan benefits and minimize premium costs to the District and employee participants. The Committee shall consist of fifteen (15) representatives, five (5) appointed by TVEA, five (5) appointed by Classified bargaining unit, and five (5) appointed by the District. Each of these groups shall designate three (3) voting

members, with the two (2) alternates having the ability to vote in the absence of voting members. The Committee shall annually appoint a chairperson. The chairperson position shall rotate between the three (3) parties. In the first year of existence of the Committee (2006-2007), TVEA and Classified bargaining units shall determine between them, which party shall appoint a chairperson (subject to Classified bargaining unit approval). In the second year of the existence of the Committee, the union that did not appoint the chairperson in the first year shall appoint a chairperson. In the third year of the existence of the Committee, the District shall appoint a chairperson. The District shall provide the Committee and TVEA with relevant data within a reasonable time of the request concerning the health and welfare costs, experience, and plan expenses.

The Committee shall meet at least quarterly. 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.

**7.3 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.

**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.

**9.4.2** Unit members shall complete only Longevity form H-1 (formerly H-3; Supervisor signature no longer required), to receive their longevity step at Step 16, Step 19, Step 22, and Step 25 (when applicable). "Longevity Professional Growth Plan Verification of Successful Service" (H-2), will no longer be required; "Longevity Professional Growth Plan Request for Approval of Plan" (formerly H-1) will also no longer be required.

**9.4.2.1** 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** Each longevity/professional growth increment shall be compensated at the rate of 2.5% above the previous step. Step 16, then, shall be F/13 + 2.5%, Step 19 shall be Step 16 + 2.5%, Step 22 shall be Step 19 + 2.5%, and Step 25 shall be Step 22 + 2.5% (Step 25 effective 2013-2014).

**ARTICLE 10: LEAVE**

**10.1 PERSONAL ILLNESS AND INJURY**

- 10.1.1** Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full time shall 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.
- 10.1.6** 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 PERSONAL BUSINESS**

A unit member may elect to use up to ten (10) days in a year as Personal Business without explanation provided it does not extend a holiday or a vacation period. There will be no form.

**10.3 EXTENDED ILLNESS AND INJURY**

- 10.3.1** 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.
  - 10.3.1.1** 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.

- 10.3.1.2** 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.
- 10.3.1.3** 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.
- 10.3.1.4** 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.
- 10.3.1.5** 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.

#### **10.4 BEREAVEMENT**

- 10.4.1** 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.
- 10.4.2** 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, or
  - Any relative living in the immediate household

#### **10.5 PREGNANCY DISABILITY**

- 10.5.1** Unit members are entitled to use sick leave as set forth in Sections 10.1 and 10.4 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. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence



and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

**10.5.2** 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 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.

**10.5.3** 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.

**10.6 LEAVE WITHOUT PAY FOR CHILD-BEARING PREPARATION AND CHILD REARING**

**10.6.1** Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and child rearing.

**10.6.2** 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.

**10.6.3** 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.

**10.6.4** The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on child-bearing preparation leave or leave for child rearing whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

**10.6.5** 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.

**10.6.6** 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.

**10.7 PATERNITY LEAVE**

- 10.7.1** Provided accrued sick leave is available, an employee may be granted the use of his/her accumulated sick leave to a maximum of fifteen (15) days for the purposes of a paternity leave, within the first year of birth.

**10.8 FAMILY CARE LEAVE**

- 10.8.1** 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.
- 10.8.2** 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.
- 10.8.3** 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.
- 10.8.4** 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.
- 10.8.5** 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.
- 10.8.6** 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.

**10.9 INDUSTRIAL ACCIDENT**

- 10.9.1** 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.
- 10.9.2** 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.

**10.9.3** 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.

**10.9.4** For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the 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.

**10.9.5** 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.

#### **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 SABBATICAL – SUSPENDED**

#### **10.12 OTHER LEAVE WITHOUT PAY**

**10.12.1** 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.

**10.13 ADOPTION**

- 10.13.1** Provided accrued sick leave is available, an employee who adopts a child may be granted the use of his/her accumulated sick leave at the time of the adoption to a maximum of fifteen (15) days.

**10.14 LEAVE VERIFICATION**

- 10.14.1** 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 shall attempt to maintain an average District-wide class size ratio of thirty (30) students to one teacher. This ratio shall be applied on a site-by-site basis.

- 11.1.1** The calculation of the ratio mentioned above shall exclude class size reduction classrooms, activity classes (for example: physical education, drama, chorus, band) special education classes and EL classes.

The District shall attempt to determine parameters of class size based upon factors to include student safety, subject matter being taught, room capacity, and amount of available student furniture.

- 11.2** The maximum number of students per class, including mainstreamed special education students are:

CSR classes K, 1, 2, and 3 will maintain a maximum class size of 20 contingent upon continued state funding.

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

- 11.2.1** Excluded from these class maximums are activity classes such as drama, band, and chorus.

- 11.2.2** High School CSR classes, English 9 and Algebra 1 will maintain an average class size of twenty (20) contingent upon sufficient federal funding and facilities.

- 11.2.3** Within five (5) days of exceeding the maximum level in an individual class, the site administrator will initiate action to reduce the numbers at or below the maximum.

- 11.3** The District shall make a reasonable effort to balance elementary class sizes at the same site and grade level.

- 11.4** The District shall assist site administration to evaluate and problem solve high school counselor caseload issues.

- 11.5** The District shall assist site administration to evaluate and problem solve special education caseload issues.
- 11.6** 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**

- 12.1.1 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.
- 12.1.2 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** A closing date of at least five (5) working days after the posting date.
- 12.2.1.2** Qualifications:
- (a) Possession of appropriate credential or certification authorizes 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.

- 12.2.2** All voluntary transfer/reassignment requests shall be considered before the District interviews outside applicants.
- 12.2.3** No vacancy shall be filled until after the closing date.
- 12.2.4** Unit members shall apply for posted vacancies through the District's online "Transfer" form, Appendix J. Unit members are encouraged to attach electronically an updated resume based upon recent training and/or experience.

### **12.3 VOLUNTARY TRANSFERS**

- 12.3.1** Unit members who desire to transfer to a posted vacancy at another District work site must submit a request for transfer, utilizing the District's online transfer form in accordance with 12.2.4 (Appendix J).
  - 12.3.1.1** A separate request utilizing the District's online transfer form shall be submitted for each new posting.
  - 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.
  - 12.3.1.3** Voluntary transfer/placement shall be based upon the following non-ordered criteria:
    - (a) Interview;
    - (b) Program Requirements;
    - (c) Experience in assignment and/or Credential.
  - 12.3.1.4** 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.
  - 12.3.1.5** 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, does not have the proper certification to instruct English Learners, or has not met the criteria to be designated as "Highly Qualified" under the No Child Left Behind Act.
- 12.3.2** 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.
- 12.3.3** 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.
- 12.3.4** In no case may a unit member "bump" another unit member in the school or District in order to acquire a particular assignment.
- 12.3.5** 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.
- 12.4.4** 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** 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).
- 12.4.6** 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.
- 12.5.2** 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.

**12.5.3** 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**

**13.2.1** 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.
- 13.3.3** 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).
- 13.4** 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.
  - 13.4.7** 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.

**13.10.1** 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**

**13.12.1** 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 30<sup>th</sup>.
- (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 15<sup>th</sup> 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 1<sup>st</sup>, the Final Report including any referred teacher's comments shall be submitted to the Panel and principal/evaluator.
- (l) 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. 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**

- 16.2.1** 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.
- 16.2.2** 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 the immediate supervisor 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.
- 16.2.3** A decision rendered at any level in these procedures becomes final, unless appealed within the time period specified.
- 16.2.4** 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.
- 16.2.7** 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.
- 16.2.9** 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, a grievance may be submitted on the prescribed form (Appendix D-1) at Level II within the twenty (20) day time limitation provided in paragraph 16.2.2.

#### **16.3.2 Level II Immediate Supervisor**

After receipt of the completed grievance resolution form, the immediate supervisor 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, provided such appeal is submitted on the prescribed form (Appendix D-2) to the immediate supervisor within ten (10) days after receipt of the decision at Level II.

#### **16.3.3 Level III Superintendent**

Within ten (10) days after receipt of the appeal, the Superintendent or designee shall render a decision in writing to the grievant. In the event the grievance is not resolved at Level III, the decision may be appealed to Level IV, provided such appeal is submitted on the prescribed form (Appendix D-3) to the Superintendent within ten (10) days after receipt of the decision at Level III.

The parties may, by mutual agreement, within the ten (10) days for appeal to Level IV, agree in writing to submit the grievance to an informal hearing and non-binding recommended resolution of a mediator. If the grievance is not resolved in such a fashion, the grievant has ten (10) days from the date of the optional mediation meeting to file the grievance at Level IV.

#### **16.3.4 Level IV Board of Education.**

**16.3.4.1** The grievant has ten (10) days from receiving the level III reply to file a Level IV grievance. A Level IV grievance must be filled out on a new grievance form, including a notice to the District that the grievant is proceeding to the Board of Education and be submitted to the Superintendent's Office.

**16.3.4.2** 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.

**16.3.4.3** The Board shall, within twenty (20) days after the hearing, render a decision in writing.

**16.3.4.4** 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 sign and date a receipt that he/she has received a verbal warning. 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.
- 22.3 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, 2011 through June 30, 2013. For each year during the duration of the Agreement 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.

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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TVUSD-TVEA  
Tentative Agreement  
April 10, 2012

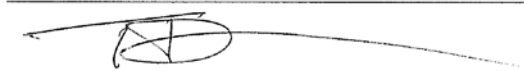
Signature Page

**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.

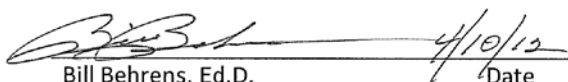
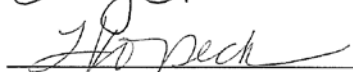
Temecula Valley Unified School District  
Bargaining Team Members

Temecula Valley Educators Association  
Bargaining Team Members



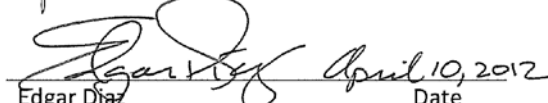
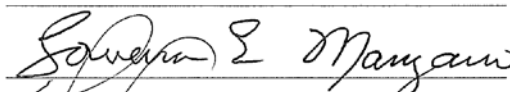
Karen Hayes

Sherry Stewart



4/10/12

Bill Behrens, Ed.D.  
Assistant Superintendent  
Human Resources Development



April 10, 2012

Edgar Diaz  
TVEA Lead Negotiator

## **APPENDIX A-1 STUDENT/TEACHER CALENDARS**

Temecula Valley Unified School District

### Student/Teacher Calendars

Parties agree to submit the development of the 2013-2014 and 2014-2015 calendars to an Ad Hoc committee which will submit recommendations to TVEA and the District for ratification.

Parties agree to meet and develop 2013-2014 and 2014-2015 calendars with the following parameters:

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




**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX A-2 STUDENT/TEACHER CALENDAR 2012-2013**

<b>Temecula Valley Unified School District</b>	H - Holidays & School Breaks	M - Modified Day (K-12) EM - Elem. Modified Day (K-5 only)
<b>Student/Teacher Calendar</b>	T - Teacher Preparation Day (K-12 Non-student day)	HM - Modified Day (9-12 only)
<b>2012/2013 School Year</b>	S - Staff Development Day (K-12 Non-student day)	MM - Modified Day (6-8 only) MHM - Modified Day (6-12 only)
	W - Work Yr Reduction Day (K-12 Non-student day & No Teachers - <u>SCHOOLS Closed</u> )	MHS (6-12 only) Late Start M5/H5

**Board Approved 3/20/2012 & REVISION - Board Approved 5/01/2012**

 **Student Days**

**REVISION - Board Approval 6/05/2012**

2012							2013						
JULY							AUGUST						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	
SEPTEMBER							OCTOBER						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													
NOVEMBER							DECEMBER						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					
JANUARY							FEBRUARY						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28		
MARCH							APRIL						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													
MAY							JUNE						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

**Holidays and Breaks:**

Independence Day	July 4, 2012	MHM- First semester ends	December 21, 2012	Washington's Birthday	February 18, 2013
Labor Day	September 3, 2012	Winter Break	December 24, 2012 - January 4, 2013	Spring Break	March 25 - April 5, 2013
Veteran's Day	November 12, 2012	Martin Luther King Jr. Day	January 21, 2013	Memorial Day	May 27, 2013
Thanksgiving Break	November 19 - 23, 2012	Lincoln's Birthday	February 15, 2013	Last day of school	May 31, 2013

## APPENDIX A-2 STUDENT/TEACHER CALENDAR 2012-2013

Page 46

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX B-1 CERTIFICATED SALARY SCHEDULE 'A' 2012-2013**

<b>TEMECULA VALLEY UNIFIED SCHOOL DISTRICT</b>						
<b>CERTIFICATED SALARY SCHEDULE "A"</b>						
<b>175 Day Work Year</b>						
<b>2012-2013</b>						
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA/ BA + 45</b>	<b>MA + 15/ BA + 60</b>	<b>MA + 30/ BA + 75 w/MA</b>
<b>1</b>	41,530	41,530	43,131	45,186	47,241	49,296
<b>2</b>	41,530	41,530	45,290	47,448	49,603	51,757
<b>3</b>	41,530	41,530	47,448	49,704	51,962	54,225
<b>4</b>	41,530	43,131	49,603	51,962	54,325	56,689
<b>5</b>		45,290	51,756	54,221	56,686	59,156
<b>6</b>		47,554	53,914	56,481	59,048	61,621
<b>7</b>		49,932	56,072	58,739	61,409	64,089
<b>8</b>		52,429	58,226	60,997	63,768	66,552
<b>9</b>			60,384	63,257	66,132	69,016
<b>10</b>			62,539	65,514	68,490	71,483
<b>11</b>					70,853	73,950
<b>12</b>					73,214	76,413
<b>13</b>						78,878
<b>16*</b>						80,847
<b>19*</b>						82,870
<b>22*</b>						84,940
A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.						
Speech & Language Therapist may be granted a maximum of 12 years experience for previous full time experience outside the Temecula Valley Unified School District.						
* These longevity steps are available to those unit members who fulfill the longevity criteria listed in the collective bargaining agreement per Article 9.4.						
For I-15 Consortium Intern Program participants, see Intern Salary Schedule.						
2010-2011 7 Work Reduction Days						
2011-2012 7 Work Reduction Days Restored						
2012-2013 10 Work Reduction Days						

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX B-2 CERTIFICATED SALARY SCHEDULE 'B' 2012-2013**

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT						
CERTIFICATED SALARY SCHEDULE "B"						
175 Day Work Year						
2012-2013						
	A	B				
STEP	BA	BA + 15				
1	41,081	41,081				
2	41,081	41,081				
3	41,081	41,081				
4	41,081	43,131				
5		45,290				
6		47,554				
7		49,932				
8		52,429				
9						
10						
11						
12						
13						
16*						
19*						
22*						
A teacher assigned to a "B" schedule holds either out of state credentials, emergency permits, waivers, or are intern program participants.						
2010-2011 7 Work Reduction Days						
2011-2012 7 Work Reduction Days Restored						
2012-2013 10 Work Reduction Days						

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX B-3 COUNSELOR/LIBRARIAN/BEH HEALTH SUPP SPEC SALARY  
SCHEDULE 2012-2013**

<b>TEMECULA VALLEY UNIFIED SCHOOL DISTRICT</b>						
<b>COUNSELOR/LIBRARIAN/BEHAVIORAL HEALTH SUPPORT SPECIALIST SALARY SCHEDULE</b>						
<b>185 Day Work Year</b>						
<b>2012-2013</b>						
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA/ BA + 45</b>	<b>MA + 15/ BA + 60</b>	<b>MA + 30/ BA + 75 w/MA</b>
<b>1</b>	43,413	43,413	45,585	47,756	49,926	52,100
<b>2</b>	43,413	43,413	47,863	50,146	52,423	54,701
<b>3</b>	43,413	43,413	50,146	52,531	54,917	57,311
<b>4</b>	43,413	45,585	52,423	54,917	57,410	59,914
<b>5</b>		47,863	54,698	57,305	59,909	62,519
<b>6</b>		50,255	56,981	59,692	62,404	65,129
<b>7</b>		52,771	59,256	62,078	64,900	67,729
<b>8</b>		55,411	61,540	64,463	67,395	70,334
<b>9</b>			63,820	66,854	69,892	72,940
<b>10</b>			66,094	69,240	72,381	75,545
<b>11</b>					74,884	78,153
<b>12</b>					77,376	80,757
<b>13</b>						83,363
<b>16*</b>						85,446
<b>19*</b>						87,577
<b>22*</b>						89,772
A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.						
* These longevity steps are available to those unit members who fulfill the longevity criteria listed in the collective bargaining agreement per Article 9.4.						
2010-2011 7 Work Reduction Days						
2011-2012 7 Work Reduction Days Restored						
2011-2012 Included Behavioral Health Support Specialist						
2012-2013 10 Work Reduction Days						

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX B-4 PSYCHOLOGIST SALARY SCHEDULE 2012-2013**

<b>TEMECULA VALLEY UNIFIED SCHOOL DISTRICT</b>						
<b>PSYCHOLOGIST SALARY SCHEDULE</b>						
<b>180 Day Work Year</b>						
<b>2012-2013</b>						
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA/ BA + 45</b>	<b>MA + 15/ BA + 60</b>	<b>MA + 30/ BA + 75 w/MA</b>
<b>1</b>	49,262	49,262	51,165	53,604	56,030	58,469
<b>2</b>	49,262	49,262	53,492	56,043	58,579	61,128
<b>3</b>	49,262	49,262	55,820	58,481	61,128	63,787
<b>4</b>	49,262	50,760	58,371	61,155	63,922	66,703
<b>5</b>		52,933	60,510	63,394	66,264	69,147
<b>6</b>		55,377	62,778	65,771	68,748	71,739
<b>7</b>		57,969	65,105	68,209	71,296	74,399
<b>8</b>		60,723	67,433	70,647	73,845	77,058
<b>9</b>			69,748	73,073	76,381	79,704
<b>10</b>			72,087	75,523	78,942	82,377
<b>11</b>					81,464	85,009
<b>12</b>					84,014	87,669
<b>13</b>						90,329
<b>16*</b>						92,448
<b>19*</b>						94,621
<b>22*</b>						97,025
A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.						
* These longevity steps are available to those unit members who fulfill the longevity criteria listed in the collective bargaining agreement per Article 9.4.						
For I-15 Consortium Intern Program participants, see Intern Salary Schedule.						
2010-2011 7 Work Reduction Days						
2011-2012 7 Work Reduction Days Restored						
2012-2013 10 Work Reduction Days						

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX B-5 LEAD NURSE CERTIFICATED SALARY SCHEDULE 2012-2013**

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT						
CERTIFICATED SALARY SCHEDULE - LEAD NURSE						
195 Day Work Year						
2012-2013						
	A	B	C	D	E	F
STEP	BA	BA + 15	BA + 30	MA/ BA + 45	MA + 15/ BA + 60	MA + 30/ BA + 75 w/MA
1	46,278	46,278	48,060	50,351	52,640	54,931
2	46,278	46,278	50,466	52,871	55,272	57,673
3	46,278	46,278	52,871	55,384	57,901	60,424
4	46,278	48,060	55,272	57,901	60,534	63,168
5		50,466	57,672	60,418	63,164	65,918
6		52,988	60,075	62,937	65,796	68,663
7		55,637	62,481	65,452	68,428	71,413
8		58,422	64,880	67,967	71,056	74,158
9			67,284	70,487	73,690	76,903
10			69,686	73,002	76,317	79,652
11					78,949	82,400
12					81,582	85,146
13						87,893
16*						90,087
19*						92,342
22*						94,649
A maximum of 7 years experience may be granted for previous full-time experience outside the Temecula Valley Unified School District.						
* These longevity steps are available to those unit members who fulfill the longevity criteria listed in the collective bargaining agreement per Article 9.4.						
For I-15 Consortium Intern Program participants, see Intern Salary Schedule.						
2010-2011 7 Work Reduction Days						
2011-2012 7 Work Reduction Days Restored						
2012-2013 10 Work Reduction Days						

**APPENDIX B-6 HEALTH AND WELFARE BENEFITS INFORMATION 2012-2013**

**APPENDIX B-6**



**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
CERTIFICATED HEALTH AND WELFARE BENEFITS INFORMATION  
2012-2013 ANNUAL INSURANCE RATES**

- 1. Life Insurance \$25,000**  
Full-time Employee \$30.00
- 2. Dental & Vision Insurance**  
Full-time Employee, including dependents \$1,352.40
- 3. Medical Insurance**  
Full-time Employee, including dependents

<b>Plan Options</b>	<b>Medical/Dental/Vision Monthly District Contribution</b>	<b>Medical/Dental/Vision Monthly Full Time Employee Cost</b>
SISC - PPO 40464A	\$743.50	\$434.20
SISC - PPO 40464B	\$743.50	\$ 97.20
SISC - PPO 40464C	\$743.50	\$284.20
SISC - PPO 40464D	\$743.50	\$125.20
SISC - HMO 57AHCA	\$743.50	\$344.20
SISC - KAISER	\$743.50	\$346.20
<b>Total Annual District Contribution</b>	<b>\$8,922.00</b>	



## APPENDIX B-7 ROTC SALARY SCHEDULE 2012-2013

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX C-1 STIPEND SCHEDULE 2012-2013**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT**  
**STIPEND SCHEDULE**  
**2012-2013 SCHOOL YEAR**

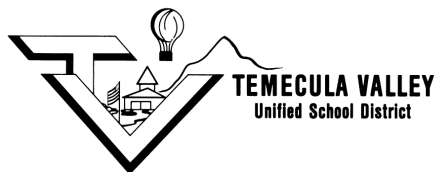
POSITION		A/1 - PERCENTAGE	SALARY
Varsity Football	1 Boys	10.0%	\$4,390
Trainer - (7% per season - 3 seasons)		21.0%	\$9,220
Varsity Basketball	1 Boys & 1 Girls	8.0%	\$3,512
Varsity Track	1 Boys & 1 Girls	7.0%	\$3,073
Varsity Baseball	1 Boys	8.0%	\$3,512
Varsity Softball	1 Girls	8.0%	\$3,512
Varsity Volleyball	1 Girls	8.0%	\$3,512
Varsity Soccer	1 Boys & 1 Girls	7.0%	\$3,073
Varsity Cross Country	1 Boys & 1 Girls	7.0%	\$3,073
Varsity Wrestling	1 Boys	8.0%	\$3,512
Varsity Water Polo	1 Boys & 1 Girls	8.0%	\$3,512
Junior Varsity Water Polo	1 Boys & 1 Girls	6.0%	\$2,634
Freshman Water Polo	1 Boys & 1 Girls	5.0%	\$2,195
Tennis	1 Boys & 1 Girls	7.0%	\$3,073
Golf	1 Boys & 1 Girls	6.0%	\$2,634
Athletic Director (per season - 3 seasons)		12.0%	\$5,268
Athletic Activities		12.0%	\$5,268
Football	J.V. & Frosh Head + 7 Assistants	6.0%	\$2,634
Volleyball	J.V. Head - 1 Girls	6.0%	\$2,634
	Frosh Head - 1 Girls	5.0%	\$2,195
Wrestling	J.V. Head - 1 Boys	6.0%	\$2,634
	Frosh Head - 1 Boys	5.0%	\$2,195
Soccer	J.V. Head - 1 Boys & 1 Girls	5.0%	\$2,195
Basketball	J.V. Head - 1 Boys & 1 Girls	6.0%	\$2,634
	Frosh Head - 1 Boys & 1 Girls	5.0%	\$2,195
Baseball	J.V. Head - 1 Boys	6.0%	\$2,634
	Frosh Head - 1 Boys	5.0%	\$2,195
Softball	J.V. Head - 1 Girls	6.0%	\$2,634
	Frosh Head - 1 Girls	5.0%	\$2,195
Swimming	1 Boys & 1 Girls	7.0%	\$3,073
Track	Varsity Assistant - 1 Boys & 1 Girls	5.0%	\$2,195
PEP Varsity - 1 Fall and 1 Winter		6.0%	\$2,634
PEP JV - 1 Fall and 1 Winter		5.0%	\$2,195
PEP Frosh - 1 Fall and 1 Winter		4.0%	\$1,756
Academic Decathlon		7.0%	\$3,073
Mock Trial		7.0%	\$3,073
High School Band		8.0%	\$3,512
Middle School Band		4.0%	\$1,756
Forensics		5.5%	\$2,415
High School Chorus		6.0%	\$2,634
Middle School Chorus		4.0%	\$1,756
Drama		7.0%	\$3,073
Dance		7.0%	\$3,073
Yearbook		6.0%	\$2,634
Newspaper		5.5%	\$2,415
		*Six stipends @ \$500 = \$3,000	

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX C-2 EXTRA DUTY STIPEND SCHEDULE 2012-2013**

TEMECULA VALLEY UNIFIED SCHOOL DISTRICT		
EXTRA DUTY STIPEND SCHEDULE		
2012-2013 School Year		
POSITION	A/1 - PERCENTAGE	SALARY
Yearbook (K-5)	3.75%	1,584
Yearbook (6-8)	5%	2,112
A.S.B. (6-8)	5%	2,112
Student Council (K-5)	3.75%	1,584
Intramural Coaching (K-8)	5%	2,112
Yearbook (R.V.H.S.)	2.50%	1,056
Student Council (R.V.H.S.)	1.25%	528
POSITION	SALARY	
Double Classes	\$100.00 per day	
New Teacher Orientation*	\$35.46 per hour	
Class Advisors:		
Senior Class/Junior Class	\$255.00	
Sophomore Class/Freshman Class		
Department Chairperson Stipend*	\$43.27 per section plus \$556.43	
Staff/Curriculum Development	\$39.00 per hour (90% of State buy-back funding - to the nearest whole dollar)	
Direct Student Instruction:		
Summer School	Per Diem Hourly Rate	
After School		
Home Teaching*	47.86 per hour	
District Staff Trainers	\$70.00 per hour for presentation (non-contract days) \$35.00 per hour for presentation (contract days)	
ATHLETIC EVENT SUPPORT POSITION		
EVENT	POSITION	SALARY
Football, Basketball, Wrestling-Varsity	Announcer	\$17.00 per event (not to exceed 25 events)
Football J.V./Frosh	Timer	\$12.00 per Event
Basketball (All)	Timer	\$12.00 per Event
Wrestling (All)	Timer	\$12.00 per Event
Track	Timer/Judge	\$12.00 per Event
Swimming	Timer/Judge	\$12.00 per Event
High School C.I.F. Playoffs - Extension Team competition - 10% of Sport compensation per week.		
Individual sports - same. The District to determine the number of coaches to accompany players to CIF playoffs.		
*Indexed to compensation percent increase		

**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.

Employee Name: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Specify policy or regulation alleged to have been violated: (Cite source)

Remedy Sought:

\_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Upon completion of this section, grievant shall present original and copies #2 and #3 to immediate supervisor. Copy #4 should be retained by grievant.

---

Immediate Supervisor's Response: \_\_\_\_\_

\_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

Upon completion of this section, immediate supervisor shall retain original, present copy #2 to grievant and forward copy #3 to Superintendent.

Original-Assist. Supt. HRD

Yellow-Return to Grievant

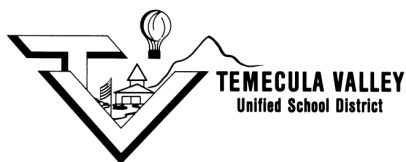
Pink-Principal

Goldenrod-Retained by Grievant

TVUSD #000604

7/00

**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)

---

Submission of Complaint – All portions of this section must be completed by the grievant. Copy of completed Grievance Form – Level II must be attached.

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 to immediate Superintendent/Asst. Supt. HRD (Designee). Copy #4 should be retained by grievant.

---

Superintendent/Asst. Supt. HRD (Designee)'s Response:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Upon completion of this section, Designee shall retain original, present copy #2 to grievant and forward copy #3 to Principal. The original and all attachments shall be filed.

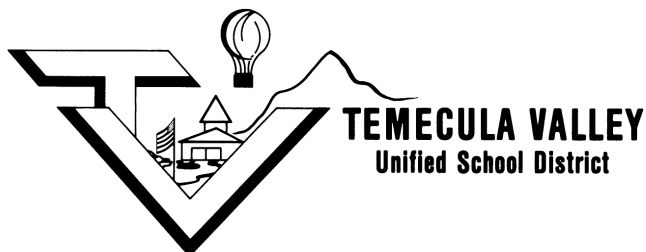
Original-Assist. Supt. HRD

Yellow-Return to Grievant

Pink-Principal

Goldenrod-Retained by Grievant  
TVUSD #000605 7/00

**APPENDIX D-3 CERTIFICATED CONTRACT GRIEVANCE FORM – LEVEL IV**



APPENDIX D-3

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

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**REQUEST FOR GOVERNING BOARD HEARING**

This section must be completed by the grievant. Copy #3 of the completed Grievance Form – Levels II & III must be attached.

I hereby request that the Governing Board of the Temecula Valley Unified School District hear and consider the grievance outlined in the attachments.

My representative is: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**APPENDIX E-1 TEACHER GOAL SETTING FORM**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER GOAL SETTING FORM**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> <b>Temporary</b>
		<input type="checkbox"/> <b>Intern</b>
		<input type="checkbox"/> <b>Probationary</b> ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2)
		<input type="checkbox"/> <b>Permanent</b>
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: TEACHING STANDARDS**

Standard I:	Engaging and Supporting All Students in Learning
Standard II:	Creating and Maintaining Effective Environments for Student Learning
Standard III:	Understanding and Organizing Subject Matter for Student Learning
Standard IV:	Planning Instruction and Designing Learning Experiences for All Students
Standard V:	Assessing Student Learning
Standard VI:	Developing as a Professional Educator

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Evaluatee's Signature**

\_\_\_\_\_  
**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX E-2(a) TEACHER EVALUATION REPORT**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT**  
**TEACHER EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one) <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <input type="checkbox"/> Temporary  <input type="checkbox"/> Intern  <input type="checkbox"/> Probationary (<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2)  <input type="checkbox"/> Permanent         </div> </div>	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

Standard I. Engaging & Supporting All Students in Learning Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
• Connecting students' prior knowledge, life experience, and interests with learning goals.				
• Using a variety of instructional strategies and resources to respond to students' diverse needs.				
• Facilitating learning experiences that promote autonomy, interaction, and choice.				
• Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
• Promoting self-directed, reflective learning for all students.				

Standard II. Creating & Maintaining Effective Environments for Student Learning Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
• Creating a physical environment that engages all students.				
• Establishing a climate that promotes fairness and respect.				
• Promoting social development and group responsibility.				
• Establishing and maintaining standards for student behavior.				
• Planning and implementing classroom procedures and routines that support student learning.				
• Using instructional time effectively.				



**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Standard III. Understanding &amp; Organizing Subject Matter for Student Learning</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

<b>Standard IV. Planning Instruction &amp; Designing Learning Experiences for All Students</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

<b>Standard V. Assessing Student Learning</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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 student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.				

<b>Standard VI. Developing As a Professional Educator</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	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.				

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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.
7. 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.

☐ **Assistance Plan Required (2 or 1)**

☐ **PAR Assistance Mandated**

(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 or participate in the PAR program.**

**SECTION 3: COMMENTS BY EVALUATOR**

**Areas of expected growth/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

---

**Evaluator's Signature**

**Date**

---

**Evaluatee's Signature**

**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX E-2(b) TEACHER EVALUATION REPORT CRITERIA**

Rating Scale:	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment	1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment
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Standard I. Engaging & Supporting All Students in Learning	4	3	2	1
<ul style="list-style-type: none"> <li>Connecting students' prior knowledge, life experience, and interests with learning goals.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Using a variety of instructional strategies and resources to respond to students' diverse needs.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Facilitating learning experiences that promote autonomy, interaction, and choice.</li> </ul>	<p>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.</p>	<p>Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy and choice and to encourage and support student involvement in learning.</p>	<p>Learning experiences are directed by the teacher and allow limited student autonomy, interaction and choice.</p>	<p>Learning experiences are directed by the teacher, permitting no student autonomy, interaction or choice.</p>
<ul style="list-style-type: none"> <li>Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.</p>
<ul style="list-style-type: none"> <li>Promoting self-directed, reflective learning for all students.</li> </ul>	<p>Students take initiative for their own learning, and reflect on, talk about and evaluate their own work with peers.</p>	<p>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.</p>	<p>Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.</p>	<p>No opportunities are provided for students to initiate their own learning or to monitor their own work.</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

Rating Scale: 4 = Exceeds District Standards		3 = Meets District Standards		2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment		1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment	
Standard II. Creating & Maintaining Effective Environments for Student Learning		4	3	2	1		
<ul style="list-style-type: none"> <li>Creating a physical environment that engages all students.</li> <li>Establishing a climate that promotes fairness and respect.</li> <li>Promoting social development and group responsibility.</li> <li>Establishing and maintaining standards for student behavior.</li> <li>Planning and implementing classroom procedures and routines that support student learning.</li> <li>Using instructional time effectively.</li> </ul>		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.		
		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.		
		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.		
		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.		
		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.		
		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.		

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<b>Rating Scale:</b>		<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>
<b>Standard III. Understanding &amp; Organizing Subject Matter for Student Learning</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>Demonstrating knowledge of subject matter content and student development.</li> <li>Organizing curriculum to support student understanding of subject matter.</li> <li>Interrelating ideas and information within and across subject matter areas.</li> <li>Developing student understanding through instructional strategies that are appropriate to the subject matter.</li> <li>Using materials, resources and technologies to make subject matter accessible to students.</li> </ul>		<p>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.</p> <p>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.</p>	<p>The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
		<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>The teacher identifies some key concepts and information within the curriculum and attempts to relate content to previous learning without extending students' understanding.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
		<p>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.</p>	<p>Instructional materials, resources and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.</p>	<p>Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.</p>	<p>Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
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<b>Standard IV. Planning Instruction &amp; Designing Learning Experiences for All Students</b>					
<ul style="list-style-type: none"> <li>Drawing on and valuing students' backgrounds, interests, and developmental learning needs.</li> <li>Establishing and articulating goals for student learning.</li> <li>Developing and sequencing instructional activities and materials for student learning.</li> <li>Designing short-term and long-term plans to foster student learning.</li> <li>Modifying instructional plans to adjust for student needs.</li> </ul>		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.
		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.
		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.
		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.
		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.

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Standard V. Assessing Student Learning		4	3	2	1
<ul style="list-style-type: none"><li>Establishing and communicating learning goals for all students.</li><li>Collecting and using multiple sources of information to assess student learning.</li><li>Involving and guiding all students in assessing their own learning.</li><li>Using the results of assessments to guide instruction.</li><li>Communicating with students, families, and other audiences about student progress.</li></ul>	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.	
	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/or uses 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.	
	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.	
	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.	
	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 is incomplete or unclear.	

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Standard V. Assessing Student Learning (Continued)	4	3	2	1
<ul style="list-style-type: none"> <li>Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>



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Standard VI. Developing As a Professional Educator	4	3	2	1
<ul style="list-style-type: none"> <li>Reflecting on teaching practice and planning professional development.</li> </ul>	<p>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.</p> <p>Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.</p>	<p>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.</p> <p>Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.</p>	<p>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.</p> <p>Professional goals are established with assistance. The teacher pursued opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.</p>	<p>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.</p> <p>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.</p>
<ul style="list-style-type: none"> <li>Establishing professional goals and pursuing opportunities to grow professionally.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Working with communities to improve professional practice.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Working with colleagues to improve professional practice.</li> </ul>	<p>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.</p>	<p>The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events.</p>	<p>The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events.</p>	<p>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.</p>

**APPENDIX E-3(a) ALTERNATIVE TEACHER EVALUATION PROPOSAL**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
ALTERNATIVE TEACHER EVALUATION PROPOSAL**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Evaluating Administrator:</b>	<b>Date of Conference:</b>

**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 by an administrator with all ratings of “4” or “3”.

**TYPE OF PROJECT** (See pages 4 & 5 for description)

- |   |   |
|---|---|
| <input type="checkbox"/> Action Research Project                  | <input type="checkbox"/> National Board Certification Process |
| <input type="checkbox"/> Development of Curriculum Unit or Course | <input type="checkbox"/> Self-Directed Professional Growth    |
| <input type="checkbox"/> Lesson Study                             | <input type="checkbox"/> Site Leadership Role                 |
| <input type="checkbox"/> Mentoring or Peer Coaching               |   |

**DEADLINES:**

- ◆ Project description submitted and discussed with administrator by October 31.
- ◆ Mid-year evaluation of project by January 31.
- ◆ Final evaluation of project no later than thirty (30) days before the last day of school.

**GOAL:**

**What goal(s) will be met through your self-directed growth plan?**

**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 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 support needed for this project.**

☐ Check here if only informal observations are required.

**If formal classroom observations are part of this project, when should they be scheduled?**

(1) \_\_\_\_\_ (2) \_\_\_\_\_

**If observations of other professional activities (presentations, trainings, meetings) are requested, when should they be scheduled?**

(1) \_\_\_\_\_ (2) \_\_\_\_\_

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Evaluatee's Signature**

\_\_\_\_\_  
**Date**

### **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**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Evaluating Administrator:</b>	<b>Date of Conference:</b>
<b>PROJECT TITLE:</b>		

**EVALUATEE**

**Describe your progress on the goals and objectives at the mid-year point. Include challenges and successes at this point in the year.**

**Describe the aspects of the project to be completed by the end of the year.**

**Describe the growth as a professional educator that you feel you have made midway through the project.**

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**EVALUATOR**

**Describe the progress you have observed on the goals and objectives at the mid-year point. Include guidance for achieving more success.**

**Describe the possible steps to include in the second half of the year on the project, based on the work completed.**

☐ **Utilize standard Certificated Evaluation Report for the remainder of this evaluation cycle. A written explanation for this transition is provided below.**

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**Evaluator's Signature**

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**Date**

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**Evaluatee's Signature**

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**Date**



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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
FINAL CONFERENCE ALTERNATIVE TEACHER EVALUATION**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Evaluating Administrator:</b>	<b>Date of Conference:</b>
<b>PROJECT TITLE:</b>		

**EVALUATEE (Attach a brief summary of this year's project).**

**Describe your progress on the goals and objectives, including specific examples and evidence of success.**

**Describe how implementing the components of your project affected student learning. Include specific examples and evidence of success.**

**Describe the growth as a professional educator you feel that you have made as a result of the project.**

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**What do you see as your next steps in professional development as a result of this project?**

**EVALUATOR**

**Describe the professional growth that you have observed over the course of this project.**

**Describe the project extensions that the evaluatee could pursue. Describe the possible learning activities that might provide challenges for the future.**

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**Evaluator's Signature**

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**Date**

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**Evaluatee's Signature**

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**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**APPENDIX E-4(a) NURSE GOAL SETTING FORM**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT**  
**NURSE GOAL SETTING FORM**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one) <div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary (<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent</div></div>	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: TEACHING STANDARDS**

Standard I:	Quality of School Nurse care
Standard II:	Documentation and Record Keeping. Insure the continuity and completion of records and reports as required.
Standard III:	Assessment/Leadership Roles
Standard IV:	Education – The Nurse acquires and maintains current knowledge and competency in nursing practice

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluators's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

**APPENDIX E-4(b) NURSE EVALUATION REPORT**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
NURSE EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one) <div style="display: flex; flex-direction: column; gap: 5px;"> <input type="checkbox"/> Temporary           <input type="checkbox"/> Intern           <input type="checkbox"/> Probationary (<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2)           <input type="checkbox"/> Permanent         </div>	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

<b>Standard I. Quality of School Nurse Care</b> <b>Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1</b>	4	3	2	1
This section must be evaluated by a Certificated School Nurse, as outlined by the 1998 Standards of Professional School Nursing Practice. The performance appraisal states, "the school nurse evaluates nursing practice in relation to professional practice standards and relevant statutes, regulations, and policies". The school nurse's practice is guided by the Code for Nurses (ANA), Code of Ethics with Interpretive Statement for School Nurses (National Association School Nurses), and appropriate state nurse practice acts, (Nursing Practice Act, California Board of Registered Nursing).				
• Implements state mandated screening of vision, hearing and scoliosis.				
• Assess immunization status of all students and insure that all are in compliance.				
• Assess tuberculosis status on all students and insure that all are in compliance.				
• Evaluates the CHDP, physical exam requirements for kindergarten and first grade students, case managing students with needs.				
• Participate in tuberculosis clinic for staff/volunteers as assigned.				
• Assess and evaluate the health and developmental status of students to identify specific physical disorders and other health factors related to the learning process.				
• Consult and communicate with parents, medical providers and agencies to acquire or contribute information to assess or modify the student's educational plans.				
• Design and implement individual health plans to meet the health needs of the students, incorporating plans directed by the physicians.				
• Interpret medical and nursing findings appropriate to the student's educational needs and make recommendations to the staff directly involved.				
• Counsel students and parents in appropriate referrals for community health services.				
• Assist parents and students with health-related attendance problems.				
• Maintain standards of emergency care for students by responding to emergency care.				
• Assist in teaching classes of health in programs that are assigned in preschool or kindergarten-twelfth grade settings.				

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Standard II. Documentation and Record Keeping. Insure the continuity and completion of records and reports as required.</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

<b>Standard III. Assessment/Leadership Roles</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
• Participate in IEP/SST/504 meetings for health purposes when necessary.				
• Consults and appraises 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.				

<b>Standard IV. Education – The Nurse acquires and maintains current knowledge and competency in nursing practice</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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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 Standard.
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.
4. A Nurse 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 Nurse who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of **2** for that Standard.
6. 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.

☐ **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/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

**Date**

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**Evaluatee's Signature**

**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
MIDDLE SCHOOL COUNSELOR GOAL SETTING FORM**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: TEACHING STANDARDS**

Standard I:	Individual Counseling
Standard II:	Prevention/Intervention Services
Standard III:	Consultation and Collaboration
Standard IV:	Program Coordination
Standard V:	Professionalism

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT**  
**MIDDLE SCHOOL COUNSELOR EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level</b>	<b>Employment Status:</b> (Check one) <input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

Standard I. Individual Counseling					4	3	2	1
Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1								
• Is accessible to students.								
• Responds in a timely manner to student requests.								
• Conducts structured, goal-oriented counseling sessions to meet identified short-term needs.								
• Displays empathy, respect, and genuineness.								

Standard II. Prevention/Intervention Services					4	3	2	1
Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1								
• Assists in effective implementation of conflict resolution/peer mediation.								
• Participates in crisis response.								
• Advocates for student and parent needs.								
• Assists in reducing barriers to learning.								

Standard III. Consultation and Collaboration					4	3	2	1
Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.								
• Provides and assists in guidance related staff in-services.								
• Prioritizes duties and responsibilities in an effective manner.								



**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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<b>Standard IV. Program Coordination</b>					<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.								

<b>Standard V. Professionalism</b>					<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.								

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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.
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.
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.**

**SECTION 3: COMMENTS BY EVALUATOR**

**Areas of expected growth/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

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**Date**

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**Evaluatee's Signature**

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**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
HIGH SCHOOL COUNSELOR GOAL SETTING FORM**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: TEACHING STANDARDS**

Standard I:	Conducts Guidance Presentations
Standard II:	Individual Counseling
Standard III:	Prevention/Intervention Services
Standard IV:	Consultation and Collaboration
Standard V:	Leadership
Standard VI:	Program Coordination
Standard VII:	Professionalism

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
HIGH SCHOOL COUNSELOR EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level</b>	<b>Employment Status:</b> (Check one) <div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <input type="checkbox"/> Temporary  <input type="checkbox"/> Intern  <input type="checkbox"/> Probationary (<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2)  <input type="checkbox"/> Permanent         </div> </div>	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Require Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum

Standard I. Conducts Guidance Presentations Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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. Individual Counseling Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
• Is accessible to students.				
• Responds in a timely manner to student requests.				
• Conducts structured, goal-oriented counseling sessions to meet short-term needs.				
• Meets with students to design/review/modify four-year and/or success plans.				
• Collects and uses multiple sources of information to assist students with four-year plans.				
• Displays knowledge of college and career information.				
• Displays empathy, respect, and genuineness.				

Standard III. Prevention/Intervention Services Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
• Assists in effective implementation of conflict resolution/peer mediation.				
• Participates in crisis response.				
• Advocates for student and parent needs.				
• Assists in reducing barriers to learning.				

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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Standard IV. Consultation and Collaboration Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1		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.					

Standard VII. Professionalism Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.					

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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.
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.
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.**

**SECTION 3: COMMENTS BY EVALUATOR**

**Areas of expected growth/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

**Date**

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**Evaluatee's Signature**

**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**APPENDIX E-7(a) PSYCHOLOGIST GOAL SETTING FORM**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
PSYCHOLOGIST GOAL SETTING FORM**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> Temporary
		<input type="checkbox"/> Intern
		<input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2)
		<input type="checkbox"/> Permanent
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: TEACHING STANDARDS**

Standard I:	School Based Goals
Standard II:	Assessment/IEP Duties
Standard III:	Provide Follow-up Services for Special Education Students
Standard IV:	Provide Direct Counseling and Behavior Management Services

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**APPENDIX E-7(b) PSYCHOLOGIST EVALUATION REPORT**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
PSYCHOLOGIST EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> <input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

Standard I. School Based Goals					4	3	2	1
Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1								
• Participates in the development and support of school and District programs.								
• 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 flexible and professional manner in crisis or adversarial situations.								
• Prioritizes duties and responsibilities in an effective manner.								
• Assists and provides in-service and consultation to parents and staff about Special Education and related topics.								



**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

Standard II. Assessment/IEP Duties Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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.
4. A Psychologist 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 Psychologist who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of **2** for that Standard.
6. A Psychologist 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 BY EVALUATOR**

**Areas of expected growth/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

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**Date**

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**Evaluatee's Signature**

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**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

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

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: TEACHING STANDARDS**

Standard I:	School Based Goals
Standard II:	Assessment/IEP Duties
Standard III:	Provide Follow-up Services for Special Education Students
Standard IV:	Provide Direct Services

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT**  
**SPEECH AND LANGUAGE SPECIALIST EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one) <div style="display: inline-block; vertical-align: top; margin-left: 10px;"> <input type="checkbox"/> <b>Temporary</b>  <input type="checkbox"/> <b>Intern</b>  <input type="checkbox"/> <b>Probationary</b> (<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2)  <input type="checkbox"/> <b>Permanent</b> </div>	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

Standard I. School Based Goals					4	3	2	1
Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.								
• 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 flexible and professional manner in crisis or adversarial situations.								
• Prioritizes duties and responsibilities in an effective manner.								
• Assists and provides in-service and consultation to parents and staff about Special Education and related topics.								

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

Standard II. Assessment/IEP Duties Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
<ul style="list-style-type: none"> <li>Manages cases of students referred, obtaining parent signatures, manages time lines, following mandated procedures, completes paperwork and student files.</li> </ul>				
<ul style="list-style-type: none"> <li>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.</li> </ul>				
<ul style="list-style-type: none"> <li>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.</li> </ul>				
<ul style="list-style-type: none"> <li>Functions as a working member of the I.E.P. Team.</li> </ul>				
<ul style="list-style-type: none"> <li>Assists in facilitating Interim Placement in DIS placements (contacting previous schools, obtaining parent signatures, requesting records, and attending meetings to discuss appropriate placements).</li> </ul>				
<ul style="list-style-type: none"> <li>Conducts required three-year assessment of Special Education students and completes reports in a timely manner.</li> </ul>				

Standard III. Provide Follow-Up Services for Special Education Students Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
<ul style="list-style-type: none"> <li>Consults with administrators, parents and teachers to implement the goals and objectives of the I.E.P., including regular class placement as appropriate.</li> </ul>				
<ul style="list-style-type: none"> <li>Protects confidentiality in accordance with ethical guidelines.</li> </ul>				

Standard IV. Provide Direct Services Rating: 4 3 2 1	4	3	2	1
<ul style="list-style-type: none"> <li>Provides individual, small group, and in-class speech and language therapy for students as designated on I.E.P.'s.</li> </ul>				
<ul style="list-style-type: none"> <li>Conducts evaluation of students' speech and language functioning and provides appropriate remediation.</li> </ul>				
<ul style="list-style-type: none"> <li>Provides referral to outside agencies as needed.</li> </ul>				
<ul style="list-style-type: none"> <li>Provides/coordinates in-service for staff and parents on topics such as speech and language acquisition, child development and learning.</li> </ul>				

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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 BY EVALUATOR**

**Areas of expected growth/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

**Date**

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**Evaluatee's Signature**

**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
SPECIAL EDUCATION TEACHER GOAL SETTING FORM**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: TEACHING STANDARDS**

Standard I:	Engaging and Supporting All Students in Learning
Standard II:	Creating and Maintaining Effective Environments for Student Learning
Standard III:	Understanding and Organizing Subject Matter for Student Learning
Standard IV:	Planning Instruction and Designing Learning Experiences for All Students
Standard V:	Assessing Student Learning
Standard VI:	Developing as a Professional Educator
Standard VII:	Supporting Learning Environments for Individuals with Special Needs

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Teaching Standard #       )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
SPECIAL EDUCATION TEACHER EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> <input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

<b>Standard I. Engaging &amp; Supporting All Students in Learning</b> <b>Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1</b>	4	3	2	1
• Connecting students' prior knowledge, life experience, and interests with learning goals.				
• Using a variety of instructional strategies and resources to respond to students' diverse needs.				
• Facilitating learning experiences that promote autonomy, interaction, and choice.				
• Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
• Promoting self-directed, reflective learning for all students.				
<b>Standard II. Creating &amp; Maintaining Effective Environments for Student Learning</b> <b>Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1</b>	4	3	2	1
• Creating a physical environment that engages all students.				
• Establishing a climate that promotes fairness and respect.				
• Promoting social development and group responsibility.				
• Establishing and maintaining standards for student behavior.				
• Planning and implementing classroom procedures and routines that support student learning.				
• Using instructional time effectively.				
<b>Standard III. Understanding &amp; Organizing Subject Matter for Student Learning</b> <b>Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1</b>	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.				



**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Standard IV. Planning Instruction &amp; Designing Learning Experiences for All Students</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

<b>Standard V. Assessing Student Learning</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

<b>Standard VI. Developing as a Professional Educator</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	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.				

<b>Standard VII. Supporting Learning Environments for Individuals with Special Needs</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.				

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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.
7. 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.

☐ **Assistance Plan Required (2 or 1)**

☐ **PAR Assistance Mandated**

(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 or participate in the PAR program.**

**SECTION 3: COMMENTS BY EVALUATOR**

Areas of expected growth/additional comments:

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

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**Date**

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**Evaluatee's Signature**

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**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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

<b>Rating Scale:</b>		<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>
<b>Standard I. Engaging &amp; Supporting All Students in Learning</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>Connecting students' prior knowledge, life experience, and interests with learning goals.</li> <li>Using a variety of instructional strategies and resources to respond to students' diverse needs.</li> <li>Facilitating learning experiences that promote autonomy, interaction, and choice.</li> <li>Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.</li> <li>Promoting self-directed, reflective learning for all students.</li> </ul>	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 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 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 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.
	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 variety 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.	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.
	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.	Learning experiences are directed by the teacher, permitting no student autonomy, interaction or choice.
	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.	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.
	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.	No opportunities are provided for students to initiate their own learning or to monitor their own work.

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<b>Standard II. Creating &amp; Maintaining Effective Environments for Student Learning</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>• Creating a physical environment that engages all students.</li> </ul>	<p>The arrangement of the physical environment ensures safety and accessibility and facilitates constructive interaction and purposeful engagement for all students in learning activities.</p> <p>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.</p>	<p>The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.</p> <p>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.</p>	<p>The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.</p> <p>A climate of fairness, caring and respect 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.</p>	<p>The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.</p> <p>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.</p>
<ul style="list-style-type: none"> <li>• Establishing a climate that promotes fairness and respect.</li> </ul>				
<ul style="list-style-type: none"> <li>• Promoting social development and group responsibility.</li> </ul>	<p>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.</p>	<p>Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.</p>	<p>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.</p>	<p>Students' social development, self-esteem and diversity are not supported, and students have no sense of responsibility for each other.</p>
<ul style="list-style-type: none"> <li>• Establishing and maintaining standards for student behavior.</li> </ul>	<p>Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.</p>	<p>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.</p>	<p>Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.</p>	<p>No standards for behavior appear to have been established, or students are confused about what the standards are.</p>
<ul style="list-style-type: none"> <li>• Planning and implementing classroom procedures and routines that support student learning.</li> </ul>	<p>Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.</p>	<p>Procedures and routines work smoothly, with no loss of instructional time.</p>	<p>Procedures and routines have been established and work moderately well with little loss of instructional time.</p>	<p>Classroom procedures and routines have not been established or are not being enforced.</p>
<ul style="list-style-type: none"> <li>• Using instructional time effectively.</li> </ul>	<p>Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.</p>	<p>Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.</p>	<p>Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.</p>	<p>Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.</p>

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<b>Standard III. Understanding &amp; Organizing Subject Matter for Student Learning</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>Demonstrating knowledge of subject matter content and student development.</li> </ul>	<p>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.</p> <p>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.</p>	<p>The teacher's working knowledge of subject matter and development incorporates different perspectives, supports all students' learning, and is current.</p> <p>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.</p>	<p>The teacher's working knowledge of subject matter and development reflects a single perspective, supports some students' learning, and is usually current.</p> <p>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.</p>	<p>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.</p> <p>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.</p>
<ul style="list-style-type: none"> <li>Organizing curriculum to support student understanding of subject matter.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>The teacher identifies some key concepts and information within the curriculum and attempts to relate content to previous learning without extending students' understanding.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Developing student understanding through instructional strategies that are appropriate to the subject matter.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Using materials, resources and technologies to make subject matter accessible to students.</li> </ul>	<p>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.</p>	<p>Instructional materials, resources and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.</p>	<p>Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.</p>	<p>Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.</p>

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Standard IV. Planning Instruction & Designing Learning Experiences for All Students	4	3	2	1
<ul style="list-style-type: none"> <li>Drawing on and valuing students' backgrounds, interests, and developmental learning needs.</li> </ul>	<p>Instructional plans build on students' backgrounds, experiences, interests and developmental needs to support all students' learning.</p>	<p>Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.</p>	<p>Instructional plans are partially drawn from information about students' backgrounds, experiences, interests and developmental needs to support students' learning.</p>	<p>Instructional plans do not match or reflect students' backgrounds, experiences, interests and developmental needs, and do not support students' learning.</p>
<ul style="list-style-type: none"> <li>Establishing and articulating goals for student learning.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Some instructional goals address students' language, experience and/or home and school expectations. Expectations for students are inconsistent.</p>	<p>Instructional goals are not established or do not address students' language, experience or home and school expectations. Expectations for students are low.</p>
<ul style="list-style-type: none"> <li>Developing and sequencing instructional activities and materials for student learning.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Designing short-term and long-term plans to foster student learning.</li> </ul>	<p>Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.</p>	<p>Long-term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts.</p>	<p>Long-term plans have recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.</p>	<p>Individual lesson plans have little or no relation to long term goals, or a unit plan has little recognizable structure.</p>
<ul style="list-style-type: none"> <li>Modifying instructional plans to adjust for student needs.</li> </ul>	<p>Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions to ensure deeper conceptual understanding by all students.</p>	<p>Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.</p>	<p>Modifications to instructional plans address only superficial aspects of the lesson.</p>	<p>Instructional plans are not modified, in spite of evidence that modifications would improve student learning.</p>

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<b>Standard V. Assessing Student Learning</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>Establishing and communicating learning goals for all students.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Learning goals are established to meet school and District expectations. Goals are communicated to all students without revision.</p>	<p>Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.</p>
<ul style="list-style-type: none"> <li>Collecting and using multiple sources of information to assess student learning.</li> </ul>	<p>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.</p>	<p>The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.</p>	<p>The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.</p>	<p>The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.</p>
<ul style="list-style-type: none"> <li>Involving and guiding all students in assessing their own learning.</li> </ul>	<p>Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.</p>	<p>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.</p>	<p>Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.</p>	<p>The teacher does not encourage students to reflect on or assess their own work.</p>
<ul style="list-style-type: none"> <li>Using the results of assessments to guide instruction.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>Information about student learning is inappropriately or not used by the teacher to plan, guide or adjust instruction.</p>
<ul style="list-style-type: none"> <li>Communicating with students, families, and other audiences about student progress.</li> </ul>	<p>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.</p>	<p>The teacher regularly exchanges information about student learning with students, families and support personnel in ways that improve understanding and encourage academic progress.</p>	<p>The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress.</p>	<p>The teacher provides some information about learning to students, families and support personnel, but the information is incomplete or unclear.</p>

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Standard V. Assessing Student Learning (Continued)	4	3	2	1
<ul style="list-style-type: none"> <li>Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>



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<b>Standard VI. Developing As a Professional Educator</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>Reflecting on teaching practice and planning professional development.</li> </ul>	<p>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.</p> <p>Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.</p>	<p>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.</p> <p>Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.</p>	<p>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.</p> <p>Professional goals are established with assistance. The teacher pursued opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.</p>	<p>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.</p> <p>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.</p>
<ul style="list-style-type: none"> <li>Establishing professional goals and pursuing opportunities to grow professionally.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Working with communities to improve professional practice.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Working with families to improve professional practice.</li> </ul>	<p>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.</p>	<p>The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events.</p>	<p>The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events.</p>	<p>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.</p>

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<b>Standard VII. Supporting Learning Environments for Individuals with Special Needs</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>Assisting in providing support services for students with disabilities in the Least Restrictive Environment.</li> </ul>	<p>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.</p> <p>Provides extensive and ongoing support and training to both general and special education site-based staff.</p> <p>Verbalizes and demonstrates extensive knowledge of programs and services in the District.</p> <p>Demonstrates extensive knowledge of programs and services with evidence of continuing pursuit of such knowledge.</p>	<p>Consistently and satisfactorily provides assistance to site-based staff providing support services to serve students with disabilities in the Least Restrictive Environment.</p> <p>Consistently and satisfactorily provides support and training to both general and special education site-based staff.</p> <p>Verbalizes and demonstrates solid knowledge of programs and services in the District.</p>	<p>Provides minimal assistance to site-based staff in providing support services to serve students with disabilities in the Least Restrictive Environment.</p> <p>Provides basic support and training to both general and special education site-based staff.</p> <p>Demonstrates basic knowledge of programs and services in the District.</p>	<p>Rarely or never assists in providing support services to site-based staff to serve students with disabilities in the Least Restrictive Environment.</p> <p>Rarely or never provides support and training to both general and special education site-based staff.</p> <p>Rarely or never demonstrates knowledge of programs and services in the District.</p>
<ul style="list-style-type: none"> <li>Demonstrating knowledge of programs and services in the District to support students, staff, and parents.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>Participates in required job-related meetings and performs assigned duties in a consistent manner and assumes a leadership role in planning such events.</p>	<p>Participates in required job-related meetings and performs assigned duties in a satisfactory and consistent manner.</p>	<p>Occasionally participates in required job-related meetings and performs assigned duties.</p>	<p>Rarely or never participates in required job-related meetings and performs assigned duties.</p>

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Standard VII. Supporting Learning Environments for Individuals with Special Needs (Continued)	4	3	2	1
<ul style="list-style-type: none"> <li>Demonstrating professional communication with staff, school site personnel, and parents.</li> </ul>	<p>Demonstrates professional communication with staff, school site personnel and parents in an exemplary manner and promotes ongoing and integrative communication.</p>	<p>Demonstrates professional communication with staff, school site personnel and parents in a consistent manner.</p>	<p>Demonstrates adequate professional communication with staff, school site personnel and parents in an inconsistent manner.</p>	<p>Rarely or never demonstrates professional communication with staff and school site.</p>
<ul style="list-style-type: none"> <li>Complying with all school District policies and regulations, as well as state/federal laws applicable to teachers.</li> </ul>	<p>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.</p>	<p>Complies with all school and District policies and regulations, as well as state and federal laws applicable to teachers in a consistent manner.</p>	<p>Complies with all school and District policies and regulations, as well as state and federal laws applicable to teachers in an inconsistent manner.</p>	<p>Rarely or never complies with all school District policies and regulations, as well as state and federal laws applicable to teachers.</p>

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

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
LIBRARY MEDIA TEACHER GOAL SETTING FORM**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: ROLE**

Role I:	Collaborative Teacher
Role II:	Information Specialist
Role III:	Instructional Leader
Role IV:	Program Manager
Role V:	Developing as a Professional Educator

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Role #      )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Role #      )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Role #      )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
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**APPENDIX E-10(b) LIBRARY MEDIA TEACHER EVALUATION REPORT**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT**  
**TEACHER EVALUATION REPORT**

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one) <input type="checkbox"/> Temporary <input type="checkbox"/> Intern <input type="checkbox"/> Probationary ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> Permanent	
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

Standard I. Engaging & Supporting All Students in Learning Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
• Connecting students' prior knowledge, life experience, and interests with learning goals.				
• Using a variety of instructional strategies and resources to respond to students' diverse needs.				
• Facilitating learning experiences that promote autonomy, interaction, and choice.				
• Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
• Promoting self-directed, reflective learning for all students.				

STANDARD II. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1
• Creating a physical environment that engages all students.				
• Establishing a climate that promotes fairness and respect.				
• Promoting social development and group responsibility.				
• Establishing and maintaining standards for student behavior.				
• Planning and implementing classroom procedures and routines that support student learning.				
• Using instructional time effectively.				

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<b>Role III: Instructional Leader</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1</b>					
<b>Standard VII.</b> <ul style="list-style-type: none"> <li>Shares in the leadership for curricular, instructional, and professional development of the school/District.</li> </ul>					
<b>Standard VIII.</b> <ul style="list-style-type: none"> <li>Collaborates with school community to integrate information and communication technology into curriculum and instruction in the library.</li> </ul>					

<b>Role IV: Program Manager</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1</b>					
<b>Standard IX.</b> <ul style="list-style-type: none"> <li>Manages the school library media center program, including facility, budget, policies, procedures, and textbooks.</li> </ul>					
<b>Standard X.</b> <ul style="list-style-type: none"> <li>Manages the school library media center information resources, including print, electronic, and curricular resources.</li> </ul>					
<b>Standard XI.</b> <ul style="list-style-type: none"> <li>Plans and evaluates the school library media center program, including training and supporting library support staff and paraprofessionals.</li> </ul>					

<b>Role V. Developing As a Professional Educator</b>		<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1</b>					
<ul style="list-style-type: none"> <li>Reflects on teaching practice and plans professional development.</li> </ul>					
<ul style="list-style-type: none"> <li>Establishes professional goals and pursues opportunities to grow professionally.</li> </ul>					
<ul style="list-style-type: none"> <li>Works with colleagues to improve professional practice.</li> </ul>					

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**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.
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.
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.
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.

☐ **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/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

**Date**

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**Evaluatee's Signature**

**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
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**APPENDIX E-10(c) LIBRARY MEDIA TEACHER EVALUATION REPORT CRITERIA**

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>
<b>Standard I. Collaborates With Others to Teach Information Literacy, Research Skills, and Ethical Use of Information.</b>				
<ul style="list-style-type: none"> <li>Orients students to purposes, organization, procedures, and uses of library/media center.</li> <li>Models best practices in teaching and learning.</li> <li>Collaborates with teachers to teach the research process.</li> <li>Teaches ethical and legal concepts of information use.</li> <li>Collaborates with teachers to teach information literacy.</li> </ul>	<p>Plans, organizes, and conducts library orientations for all 9<sup>th</sup> grade students, including special needs and English language learners. Provides well designed and informative handouts for student use.</p> <p>Makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, making adjustments to respond to students' needs.</p> <p>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.</p> <p>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.</p>	<p>Plans, organizes, and conducts library orientations for all 9<sup>th</sup> grade students, including special needs and English language learners, modifying instruction as appropriate.</p> <p>Uses a variety of instructional strategies that are appropriate to the students and the instructional goals, making some adjustments to respond to students' needs.</p> <p>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.</p> <p>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.</p> <p>Collaborates with teachers to incorporate information literacy in resource-based learning units and projects.</p>	<p>Conducts library orientations for all 9<sup>th</sup> 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.</p> <p>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.</p> <p>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.</p> <p>Provides cursory information on ethical and legal use of information during 9<sup>th</sup> grade orientation only.</p>	<p>Does not conduct regularly scheduled library orientations.</p> <p>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.</p> <p>Learning experiences are limited to brief exposure to library resources.</p> <p>Does not actively promote ethical and legal concepts of information use.</p> <p>Collaborates with teachers infrequently or not at all.</p>



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Standard II. Designs an Accessible, Efficient, and Inviting Environment for Student Learning.	4	3	2	1
<ul style="list-style-type: none"> <li>Creates an attractive and friendly climate in the Library Media Center.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>The physical environment provides basic safety, but materials may be difficult to access or lack adequate signage.</p>	<p>There are one or more safety hazards, and materials are difficult to access and/or lack adequate signage to direct users.</p>
<ul style="list-style-type: none"> <li>Flexible scheduling provides physical and intellectual access to library resources, as school policies allow*.</li> </ul> <p>*Some elementary school sites may mandate a fixed, rotating schedule.</p>	<p>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.</p>	<p>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.</p>	<p>Library and lab resources are only available on a fixed, rotating schedule.</p>	<p>Access to library and labs is frequently blocked or limited to class hours only.</p>
<ul style="list-style-type: none"> <li>Establishes and maintains standards for student behavior.</li> </ul>	<p>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.</p>	<p>Standards for behavior are established, and are maintained by the library staff. The library staff's response to student behavior is appropriate and respectful.</p>	<p>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.</p>	<p>No consistent standards for student behavior in the library have been established, and students are confused about what is or is not appropriate behavior.</p>
<ul style="list-style-type: none"> <li>Communicates regularly to the school community about the library school program.</li> </ul>	<p>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.</p>	<p>Communicates to the school community regularly through announcements, emails, signage, and a web page, and at other groups as requested.</p>	<p>Communication with the school community is limited to basic information about hours and policies.</p>	<p>Communication with the school community is limited and infrequent.</p>

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Standard III. Participates in and Seeks Professional Growth and Learning Opportunities, Including Workshops, Conferences and/or Classes.	4	3	2	1
<ul style="list-style-type: none"> <li>Participates in professional organizations.</li> </ul>	<p>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.</p>	<p>Belongs to professional organizations, reads professional literature, and regularly attends workshops and conferences.</p>	<p>Does not belong to professional organizations, rarely attends workshops or conferences, and rarely reads professional literature.</p>	<p>Does not belong to professional organizations, attend workshops or conferences and does not read professional literature.</p>
<ul style="list-style-type: none"> <li>Actively participates in school and District staff development.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Rarely attends staff development opportunities at school site or District.</p>	<p>Does not participate in staff development opportunities.</p>
<ul style="list-style-type: none"> <li>Actively participates in school leadership.</li> </ul>	<p>Actively participates in school leadership team and task forces, committees, parent groups, and/or WASC teams.</p>	<p>Collaborates with school leadership, task force, and committees on projects impacting the library.</p>	<p>Rarely participates in or collaborates with school leadership, committees, or task forces.</p>	<p>Does not respond to requests for input to task forces, committees, or leadership team.</p>

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Standard IV. Provides Information-Seeking Expertise	4	3	2	1
<ul style="list-style-type: none"> <li>Manages efficient student and staff use of print and digital information resources and technologies, as budget allows.</li> </ul>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	<p>Does not actively work to provide adequate resources or actively promote their purchase and use. Little training provided to students and staff.</p> <p>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.</p>	<p>Does not actively work to provide adequate resources or actively promote their purchase and use.</p> <p>Does not engage in analysis of the library collection or actively seek to improve the collection.</p>
<ul style="list-style-type: none"> <li>Assesses and develops the library/media center's collection to align with the needs of the school community and the curriculum, as budget allows.</li> </ul>	<p>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.</p>	<p>Regularly includes literacy information literacy standards in lesson plans in the school library media center.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Teaches students and staff how to evaluate print and digital information for reliability and relevance.</li> </ul>	<p>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.</p>	<p>Includes evaluation of print and digital information in presentations to students and staff.</p>	<p>Teaches students and staff how to locate and use print and digital information, but does not regularly teach them how to evaluate the information.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Keeps informed about developments in information resources and emerging technologies and seeks to make them available in the school library as budget allows.</li> </ul>	<p>Keeps informed of emerging technologies and new developments in information resources, and works to incorporate them into the library media program as appropriate.</p>	<p>Keeps informed of emerging technologies and new developments in information resources, and works to incorporate them into the library media program as appropriate.</p>	<p>Unaware of, or does not work to incorporate, new developments in emerging technologies and information resources into the library media program.</p>	<p>Does not keep informed of or seek to incorporate new technology into the library media program.</p>

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Standard V. Collaborates With Other Teachers and the School Community to Foster a Love of Reading	4	3	2	1
<ul style="list-style-type: none"> <li>Selects library books and other reading materials that support reading development for all students.</li> </ul>	<p>Selection of library books includes materials for a variety of reading levels, interests, and abilities, including college bound students, English Learners, &amp; struggling readers. Print resources include books, magazines and graphic novels. Librarian collaborates with teachers in selection.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>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.</p>	<p>Regularly uses reviews from recognized professional sources, literary awards for children and young adults, professional web sites and/or seminars as selection tools.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Collaborates with teachers to integrate literature into instruction and model reading strategies (elementary), and promotes critical reading, listening, and viewing among students.</li> </ul>	<p>Actively collaborates with teachers to help them integrate literature into instruction and models reading strategies (elementary).</p>	<p>Available to teachers upon request to help them integrate literature into classroom instruction and model reading strategies (elementary).</p>	<p>Not knowledgeable about or rarely available to teachers to help them integrate literature into classroom instruction.</p>	<p>Not aware of strategies for incorporating literature and reading strategies, and is thus unable to share them with staff.</p>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>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.</p>	<p>Regularly shares knowledge of literature through school newsletter and library website, and book talks as requested by teachers.</p>	<p>Occasionally shares knowledge of literature through school newsletter or library web site.</p>	<p>Rarely or never shares information about literature with the school community.</p>
<ul style="list-style-type: none"> <li>Promotes intellectual freedom and the right to read.</li> </ul>	<p>Actively promotes intellectual freedom through clear policies on censorship, book challenges, and informs the school community about intellectual freedom.</p>	<p>Aware of and follows policies on censorship, book challenges, and intellectual freedom, and informs teachers and/or parents as situations arise.</p>	<p>May be aware of intellectual freedom policies but does not effectively communicate them to others in the school community.</p>	<p>Unaware of and/or does not promote intellectual freedom in the school community.</p>

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Standard VI. Develops a Library/Media Center Collection that Supports Site's Curriculum and State Content Standards, as Budget Allows	4	3	2	1
<ul style="list-style-type: none"> <li>Selects print and digital resources based on selection policies, professional selection tools, and evaluation criteria that respond to the needs of the school community.</li> </ul>	<p>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.</p>	<p>Consults selection policies, professional selection tools, and evaluation criteria in selecting library materials, and accepts recommendations from teachers in selection process.</p>	<p>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.</p>	<p>Selection of library resources is not based on professional selection tools, and/or does not follow adopted selection and evaluation policies.</p>
<ul style="list-style-type: none"> <li>Uses state curriculum content standards as one of the criteria for selection of library resources.</li> </ul>	<p>Knowledgeable of state content standards and uses them as one of the criteria for selection of library resources.</p>	<p>Knowledgeable about state content standards and uses them as one of the criteria for selection of library resources.</p>	<p>Not knowledgeable about curriculum content standards, or rarely considers them in selecting library resources.</p>	<p>Does not use state curriculum content standards as a factor in selecting library resources.</p>
<ul style="list-style-type: none"> <li>Selects library resources that ensure a broad range of points of view, formats, levels of difficulty, interests, and languages.</li> </ul>	<p>Actively works to library resources that ensure a broad range of points of view, formats, levels of difficulty, interests, and languages.</p>	<p>Library resources include a broad range of points of view, formats, levels of difficulty, interests, and languages.</p>	<p>Library resources are limited in point of view, format, and levels of difficulty, interest, and languages.</p>	<p>Does not consider point of view, format, levels of difficulty, interest, and/or languages in selecting library resources.</p>
<ul style="list-style-type: none"> <li>Selects differentiated resources that meet the varied needs of second-language learners, special education students, disabled patrons, gifted and talented students, and basic students.</li> </ul>	<p>Actively works to select differentiated resources that meet the varied needs of second-language learners, special education students, disabled patrons, gifted and basic students.</p>	<p>Library resources include differentiated resources that meet the varied needs of second-language learners, special education students, and disabled patrons, gifted and basic students.</p>	<p>The library has limited resources that meet differentiated needs of second-language learners, special education students, and disabled patrons, gifted and basic students.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Selects library resources with racial, ethnic, gender, national, cultural, language, and religious diversity.</li> </ul>	<p>Actively works to select library resources with racial, ethnic, gender, national, cultural, language, and religious diversity.</p>	<p>Library resources include resources with racial, ethnic, gender, national, cultural, language, and religious diversity.</p>	<p>The library has limited resources with racial, ethnic, gender, national, cultural, language, and religious diversity.</p>	<p>Racial, ethnic, gender, national, cultural, language, and religious diversity are rarely a factor in making selections of library resources.</p>
<ul style="list-style-type: none"> <li>Develops and implements procedures for the removal of outdated or damaged library materials ("weeding").</li> </ul>	<p>Develops and implements procedures for the removal of outdated or damaged materials.</p>	<p>Develops and implements procedures for the removal of outdated or damaged materials.</p>	<p>Occasionally weeds the library collection, but has no regular procedure or process.</p>	<p>Does not remove outdated or damaged materials from the library collection.</p>
<ul style="list-style-type: none"> <li>Takes a leadership role in developing District/school library resource selection and acceptable use policies adopted by the Board of Education.</li> </ul>	<p>Collaborates with other Librarians in developing selection and acceptable use policies.</p>	<p>Collaborates with other Librarians in developing selection and acceptable use policies.</p>	<p>Follows but does not collaborate with others in developing policies.</p>	<p>Does not follow, or does not collaborate with others in developing policies.</p>

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Standard VII. Shares in the Leadership for Curricular, Instructional, and Professional Development of the School and District.	4	3	2	1
<ul style="list-style-type: none"> <li>Works closely with school and District administrators to plan and implement the school and District-wide library media programs.</li> </ul>	<p>Actively collaborates with District Librarian, District Administrators and/or other Librarians, to plan and implement the school and District-wide library programs.</p>	<p>Attends meetings with other Librarians and District officials, and completes assignments as requested to plan and implement library media programs.</p>	<p>Rarely collaborates with other Librarians or District officials to plan and implement school and District-wide library programs.</p>	<p>Does not attend meetings or collaborate with other Librarians or District officials to plan and implement library programs.</p>
<ul style="list-style-type: none"> <li>Schedules and/or participates in department meetings and serves on school and District committees.</li> </ul>	<p>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.</p>	<p>Regularly holds meetings of site or District library staff and attends other meetings as requested which impact library programs.</p>	<p>Rarely convenes or attends department meetings at site or District level.</p>	<p>Does not participate in department or committee meetings.</p>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>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.</p>	<p>Plans and implements staff development sessions as requested or as the need arises.</p>	<p>Rarely plans or implements staff development sessions.</p>	<p>Does not plan or implement staff development.</p>
<ul style="list-style-type: none"> <li>Participates in grant writing or efforts for the library, school and District.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Rarely seeks additional funding opportunities or participate in grant writing.</p>	<p>Does not seek additional funding opportunities or participate in grant writing.</p>

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Standard VIII. Collaborates with School Community to Integrate Best Practices of Information and Communication Technology into Curriculum and Instruction.	4	3	2	1
<ul style="list-style-type: none"> <li>Models best uses of information and communication technologies in teaching and presenting information to students, staff and community.</li> </ul>	<p>Models best uses of information and communication technologies in teaching and presenting information to students, staff and community.</p>	<p>Models best uses of information and communication technologies in teaching and presenting information to students in the library.</p>	<p>Rarely uses technology in teaching and presenting information to students or staff.</p>	<p>Rarely or never uses technology in teaching and presenting information to students or staff.</p>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Provides but rarely teaches strategic use of library electronic resources.</p>	<p>Does not provide or teach use of library electronic resources.</p>
<ul style="list-style-type: none"> <li>Teaches students and staff how to evaluate web sites for authority, accuracy, currency, bias, and usefulness.</li> </ul>	<p>Teaches students and staff how to evaluate web sites for authority, accuracy, currency, bias, and usefulness.</p>	<p>Teaches students how to evaluate web sites for authority, accuracy, currency, bias, and usefulness.</p>	<p>Provides internet access but rarely teaches students and/or staff how to evaluate web sites.</p>	<p>Does not teach students and/or staff how to evaluate web sites.</p>
<ul style="list-style-type: none"> <li>Maintains a school library web site, providing digital resources for students, staff, and community.</li> </ul>	<p>Maintains a school library web site, providing digital resources for students, staff, and community.</p>	<p>Maintains a school library web site, providing digital resources for students, staff, and community.</p>	<p>Maintains but rarely updates or improves a library web site.</p>	<p>Does not maintain a library web site.</p>
<ul style="list-style-type: none"> <li>Collaborates with the school's technology team to promote the use of information and communication technology in curriculum and instruction.</li> </ul>	<p>Actively collaborates with the school's technology planning and implementation team to promote the use of information and communication technology in instruction.</p>	<p>Collaborates with the school's technology team in promotion of information use and communication technology in instruction on projects impacting the library program.</p>	<p>Occasionally responds to requests from school's technology team to assist in promoting technology or incorporate it in the library program.</p>	<p>Not involved with school's technology team and does not promote use of technology in instruction.</p>

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Standard IX (a). Oversees the School Library/Media Center Program.	4	3	2	1
<ul style="list-style-type: none"> <li>Adheres to the highest professional and ethical principles of education and librarianship in administration of the school library/media center program.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Develops and administers policies and procedures to organize, manage, and assess the school library media program and resources. <u>Examples may include:</u> 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.</li> </ul>	<p>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.</p>	<p>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).</p>	<p>Policies and procedures in the library are inconsistent or unclear to library staff.</p>	<p>There are few or no clear policies and procedures in place to manage the library program and resources.</p>
<ul style="list-style-type: none"> <li>Develops and manages budgets to optimize the school library media program.</li> </ul>	<p>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.</p>	<p>Develops and manages a yearly budget to optimize the school library media program and submits budget to site principal annually.</p>	<p>Makes purchases as necessary from library budget, but may not plan ahead by creating and following a yearly budget.</p>	<p>Does not effectively plan and administer a budget for the library program.</p>
<ul style="list-style-type: none"> <li>Trains and supervises library media paraprofessional personnel, student aides, and adult volunteers.</li> </ul>	<p>Conducts regular meetings and training sessions with library paraprofessional personnel. Manages the supervision of student aides and volunteers with clear policies.</p>	<p>Supervises library personnel, and trains library staff as the need arises. Manages the supervision of student aides and volunteers.</p>	<p>Little direction is given to library paraprofessional personnel, student aides or volunteers.</p>	<p>No direction or inconsistent direction is given to library paraprofessional personnel, student aides and volunteers.</p>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>Actively participates with administrators in library media staffing needs, interviews, and evaluation, including assisting in writing job descriptions, etc.</p>	<p>Participates as requested by administrators in library media staffing needs, including interviews and evaluations.</p>	<p>Leaves the staffing, interviewing, and evaluation of library personnel mainly to administrators without sufficient input from Librarian.</p>	<p>Leaves the staffing, interviewing, and evaluation of library personnel to administrators.</p>



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Standard IX (b) Administers the Process of Ordering, Processing, Storing, Distributing and Collecting Textbooks and Teacher Resources.	4	3	2	1
<ul style="list-style-type: none"> <li>Actively works with site administrators and teachers to keep the District informed of textbook needs.</li> </ul>	<p>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.</p> <p>Develops clear and consistent processes for ordering, processing, distributing, and collecting textbooks and communicates them effectively with library staff and faculty.</p> <p>Laws (such as Williams settlement) and District policies regarding textbooks are clearly posted in the library, and regularly communicated to the school community.</p>	<p>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.</p> <p>Develops clear and consistent processes for ordering, processing, distributing, and collecting textbooks and communicates them effectively with library staff.</p> <p>Laws (such as Williams settlement) and District policies regarding textbooks are clearly communicated at the beginning of the year to the school community.</p>	<p>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.</p> <p>Processes for ordering, processing, distributing, and collecting textbooks are not clear or effective, and often result in problems with textbook ordering or timely distribution.</p> <p>Only communicates laws and policies regarding textbooks to the school community or parents when problems or questions arise.</p>	<p>Does not have any systematic process for gathering data which affects textbook needs.</p> <p>Lack of clear processes for ordering, processing, distributing, and collecting textbooks result in problems with textbook ordering or timely distribution.</p> <p>Does not clearly communicate laws and policies regarding textbooks to the school community.</p>
<ul style="list-style-type: none"> <li>Manages and supervises the process of ordering, processing, distributing, and collecting textbooks.</li> </ul>				
<ul style="list-style-type: none"> <li>Clearly communicates District textbook policies to the school community.</li> </ul>				
<ul style="list-style-type: none"> <li>Actively collaborates with District personnel in the piloting and ordering of new textbooks.</li> </ul>	<p>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.</p> <p>Clearly communicates policies and procedures for obsolete materials to library staff and school community. Creates efficient procedures for collecting and disposing of obsolete materials.</p>	<p>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.</p> <p>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.</p>	<p>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.</p> <p>Does not have a systematic process for collecting, tracking, and disposing of obsolete materials, or does not complete the task in a timely manner.</p>	<p>Does not collaborate in the piloting and ordering of new textbooks.</p> <p>Does not have a systematic process for collecting, tracking, and disposing of obsolete materials, and materials are not disposed of in a timely manner.</p>
<ul style="list-style-type: none"> <li>Actively collaborates with District personnel in the collection and disposition of obsolete materials.</li> </ul>				
<ul style="list-style-type: none"> <li>Effectively manages the use of textbook databases (Follett Destiny) to collect and track data, collect and distribute textbooks, and generate reports.</li> </ul>	<p>Effectively manages the use of textbook database to collect and track data, collect and distribute textbooks, and generate reports to manage textbooks.</p>	<p>Effectively manages the use of textbook database to collect and track data, collect and distribute textbooks, and generate reports to manage textbooks.</p>	<p>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.</p>	<p>Unable to effectively use the textbook database.</p>

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Standard X. Manages the School Library/Media Center Information and Equipment Resources.	4	3	2	1
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>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.</p> <p>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.</p>	<p>Collaborates with Information Management Services to provide on-campus and remote access to library web page and digital resources such as research databases.</p> <p>Models use of digital resources for communicating ideas and information by using them in the library program, as District policies allow.</p>	<p>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.</p>	<p>Does not maintain a current library web page in order to provide on campus and remote access to information.</p>
<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>Develops clear written policies to manage equipment, trains library staff in procedures, and ensures that policies are consistently followed by students and staff.</p>	<p>Develops clear policies to manage equipment, makes students and staff aware of the policies, and enforces them consistently.</p>	<p>Policies and procedures regarding equipment in the library are inconsistent or unclear to staff and students.</p>	<p>There are few or no clear policies and procedures in place to manage equipment, resulting in frequent need of repairs and lapses in service.</p>
<ul style="list-style-type: none"> <li>Manages the 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.</li> <li>Manages the use of the sign-up computer labs and computer lab instructional assistant, in alignment with school and District policies of acceptable use.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Policies and procedures regarding use of the computer labs are disorganized and/or not consistently enforced with faculty and students.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Collaborates with school leadership and District library administrators to integrate information literacy plans into school and District technology plans.</li> </ul>	<p>Develops a clear library technology plan which integrates information literacy, and clearly communicates the plan to school administrators, leadership, and staff.</p>	<p>Responds as requested to school administrators, leadership, technology and/or staff to collaborate on developing a technology plan.</p>	<p>Does not develop clear library and/or library technology plans, or does not collaborate to integrate plans with the school and District plans.</p>	<p>Does not develop clear library and/or library technology plans.</p>

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Standard XI. Plans and Evaluates the School Library/Media Center Program.	4	3	2	1
<ul style="list-style-type: none"> <li>Establishes and communicates clear goals for the Library Media Center.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Library program goals are established to meet school and district expectations, but are rarely revised and infrequently communicated.</p>	<p>Few or no goals are established. Goals are not revised or clearly communicated.</p>
<ul style="list-style-type: none"> <li>Evaluates the school library/media center program.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Uses mostly anecdotal evidence and response to crisis in conducting evaluation of the library media program; does not collect and reflect on data.</p>	<p>Evaluates the library media program rarely or not at all; does not collect data or reflect on possible improvements.</p>
<ul style="list-style-type: none"> <li>Writes and annually revises the school library media plan, aligned with school improvement, technology, and other school and District plans.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>Writes a school library media plan but rarely revises it, or does not communicate the plan with school leadership and administrators.</p>	<p>Does not write a school library media plan.</p>
<ul style="list-style-type: none"> <li>Collects data on student performance in the library and uses the results of assessments to guide instruction.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>Information about student learning is inappropriately or not used by the library media teacher to plan, guide or adjust instruction.</p>
<ul style="list-style-type: none"> <li>Meets regularly with school administrators to ensure sustained support for the school library media program.</li> </ul>	<p>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.</p>	<p>Communicates with school administrators about library achievements and challenges at least annually to enlist support for an adequate budget to support the library program.</p>	<p>Rarely communicates library achievements and challenges to school administrators, so that library needs are not known or supported by an adequate budget.</p>	<p>Does not meet or communicate library achievements or challenges with school administrators.</p>

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Standard XII. Developing as a Professional Educator	4	3	2	1
<ul style="list-style-type: none"> <li>Reflecting on teaching practice and planning professional development.</li> </ul>	<p>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.</p> <p>Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.</p>	<p>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.</p> <p>Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.</p>	<p>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.</p> <p>Professional goals are established with assistance. The teacher pursued opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.</p>	<p>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.</p> <p>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.</p>
<ul style="list-style-type: none"> <li>Establishing professional goals and pursuing opportunities to grow professionally.</li> </ul>	<p>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.</p>	<p>The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events.</p>	<p>The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events.</p>	<p>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.</p>
<ul style="list-style-type: none"> <li>Working with colleagues to improve professional practice.</li> </ul>				

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**APPENDIX E-11(a) TOSA GOAL SETTING FORM**

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

<b>Employee Name:</b>	<b>Employee #:</b>	<b>Site:</b>
<b>Title/Subject/Grade Level:</b>	<b>Employment Status:</b> (Check one)	<input type="checkbox"/> <b>Temporary</b> <input type="checkbox"/> <b>Intern</b> <input type="checkbox"/> <b>Probationary</b> ( <input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2) <input type="checkbox"/> <b>Permanent</b>
<b>Date of Conference:</b>	<b>Evaluating Administrator:</b>	

**SECTION 1: RESPONSIBILITY**

Responsibility I: Program Manager  
Responsibility II: Instructional Partner  
Responsibility III: Curriculum Development and Supervision  
Responsibility IV: Community Liaison  
Responsibility V: Instructional Leader  
Responsibility VI: Developing as a Professional Educator

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Responsibility # )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**SITE GOAL (Related to Responsibility # )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**PERSONAL GOAL (Related to Responsibility # )**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
**Evaluator's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Evaluatee's Signature**

\_\_\_\_\_  
**Date**

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
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**APPENDIX E-11(b) TOSA CERTIFICATED EVALUATION REPORT**

**TEMECULA VALLEY UNIFIED SCHOOL DISTRICT  
TEACHER ON SPECIAL ASSIGNMENT EVALUATION REPORT**

<b>EMPLOYEE NAME:</b>	<b>EMPLOYEE #:</b>	<b>SITE:</b>
<b>TITLE/SUBJECT/GRADE LEVEL:</b>	<b>EMPLOYMENT STATUS:</b> (CHECK ONE) <div style="display: inline-block; vertical-align: top; margin-left: 10px;"> <input type="checkbox"/> <b>TEMPORARY</b>  <input type="checkbox"/> <b>INTERN</b>  <input type="checkbox"/> <b>PROBATIONARY</b> (<input type="checkbox"/> 0 <input type="checkbox"/> 1 <input type="checkbox"/> 2)  <input type="checkbox"/> <b>PERMANENT</b> </div>	
<b>DATE OF CONFERENCE:</b>	<b>EVALUATING ADMINISTRATOR:</b>	

**SECTION 1: EVALUATION OF PERFORMANCE**

<b>Rating Scale:</b>	4 = Exceeds District Standards	3 = Meets District Standards	2 = *Partially Meets District Standards (Requires Improvement)	1 = *Does Not Meet District Standards (Unsatisfactory)	Not Applicable
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\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

<b>Responsibility I: Program Manager</b> <b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1					
	4	3	2	1	N/A
• Implement the instructional program consistent with the goals for the department.					
• Monitor the implementation of the instructional program.					
• Oversee and monitor the budget expenditures for the instructional program consistent with the program goals and state and federal guidelines.					
• Design short and long term plans to foster program improvement.					
• Collect and analyze data to influence program development and progression.					
• Collect and utilize multiple sources of information to assess program needs.					
• Communicate program information to District and site personnel.					

<b>Responsibility II: Instructional Partner</b> <b>Rating:</b> <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1					
	4	3	2	1	N/A
• Plan and implement staff development.					
• 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 environments at different sites to meet the needs of the students.					
• Provide opportunities for professional growth.					

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<b>Responsibility III: Curriculum Development and Supervision</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.					

<b>Responsibility IV: Community Liaison</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 1	4	3	2	1	N/A
• 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.					

<b>Responsibility V: Instructional Leader</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.					

<b>Responsibility VI: Developing as a Professional Educator</b> Rating: <input type="checkbox"/> 4 <input type="checkbox"/> 3 <input type="checkbox"/> 2 <input type="checkbox"/> 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.					

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**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/additional comments:**

**SECTION 4: COMMENTS BY EVALUATEE**

Evaluatee may also attach additional written response. If additional comments are attached, check here: ☐  
Comments must be submitted in writing within five (5) working days.

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

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**Evaluator's Signature**

**Date**

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**Evaluatee's Signature**

**Date**



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**APPENDIX E-11(c) TOSA CERTIFICATED REPORT CRITERIA**

<b>RATING SCALE: 4 = Exceeds District Standards 3 = Meets District Standards 2 = *Partially Meets District Standards (Requires Improvement) 1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment N/A = Not Applicable</b>				
<b>Responsibility I: Program Manager</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
<ul style="list-style-type: none"> <li>Implement the instructional program consistent with the goals of the department.</li> </ul>	<p>The TOSA is extremely proactive in implementing the instructional program consistent with the goals of the department.</p>	<p>The TOSA effectively implements the instructional program consistent with the goals of the department.</p>	<p>The TOSA participates in implementing the instructional program consistent with the goals of the department.</p>	<p>The TOSA is minimally involved in implementing the instructional program consistent with the goals of the department.</p>
<ul style="list-style-type: none"> <li>Monitor the implementation of the program.</li> </ul>	<p>The TOSA is highly proactive in monitoring the implementation of the program.</p>	<p>The TOSA effectively monitors the program.</p>	<p>The TOSA occasionally monitors the program.</p>	<p>The TOSA fails to monitor the program.</p>
<ul style="list-style-type: none"> <li>Oversee and monitor budget expenditures of the instructional program consistent with the program goals and state and federal guidelines.</li> </ul>	<p>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.</p>	<p>The TOSA budgets are complete, anticipating all expenditures and following established procedures. Reports are always submitted on time.</p>	<p>The TOSA's efforts to prepare budgets are partially successful, anticipating most expenditures and following established procedures. Reports are sometimes submitted on time.</p>	<p>The TOSA does not follow established procedures for preparing budgets and submitting reports. Reports are routinely late.</p>
<ul style="list-style-type: none"> <li>Design short and long term plans to foster program improvements.</li> </ul>	<p>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.</p>	<p>The TOSA's plan is well designed to support each site and the teacher in program improvement.</p>	<p>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.</p>	<p>The TOSA's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.</p>
<ul style="list-style-type: none"> <li>Collect and analyze data to influence program development and progression.</li> </ul>	<p>The TOSA is highly proactive in collecting and analyzing data to influence program development and progression.</p>	<p>The TOSA effectively collects and analyzes data to influence program development and progression.</p>	<p>The TOSA occasionally collects and analyzes data to influence program development and progression.</p>	<p>The TOSA fails to collect and analyze data to influence program development and progression.</p>
<ul style="list-style-type: none"> <li>Collect and utilize multiple sources of information to assess program needs.</li> </ul>	<p>The TOSA uses multiple sources of information and a wide range of appropriate assessment strategies to assess program needs.</p>	<p>The TOSA uses a variety of sources to collect information and several appropriate assessment strategies to assess program needs.</p>	<p>The TOSA uses one or two sources of information and few appropriate assessment strategies to assess program needs.</p>	<p>The TOSA uses no consistent sources of information and/or uses assessment strategies that are not appropriate to assessing program needs.</p>

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<b>Responsibility II: Instructional Partner</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>Plan and implement staff development.</li> </ul>	<p>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.</p> <p>The TOSA establishes a clear and timely timeline for staff development and implementation.</p> <p>Staff development activities are highly coherent and the learning sequence is aligned with the needs of the staff.</p>	<p>The TOSA demonstrates thorough knowledge of specialty area and trends in professional development and implements meaningful development.</p> <p>The TOSA organizes a timeline for staff development and implementation.</p> <p>Plans are designed with a coherent structure with learning activities for staff well sequenced to promote understanding for the staff.</p>	<p>The TOSA demonstrates basic familiarity with specialty area and trends in professional development and implements staff development.</p> <p>The TOSA develops a rudimentary timeline for staff development and implementation.</p> <p>Plans are designed with a recognizable structure, but the sequence of the staff development is uneven and only promotes partial understanding.</p>	<p>The TOSA demonstrates little or no familiarity with specialty area or trends in professional development and does not implement staff development.</p> <p>The TOSA does not develop a timeline for staff development and implementation.</p> <p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p> <p>Responsibility is not applicable to this TOSA.</p> <p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Develop a timeline for staff development implementation.</li> </ul>					
<ul style="list-style-type: none"> <li>Design and sequence staff development activities for program participants to make the subject matter meaningful.</li> </ul>					
<ul style="list-style-type: none"> <li>Collaborate with school sites and departments to implement a comprehensive program.</li> </ul>	<p>The TOSA takes a leadership role in coordinating the program and collaborating with school sites to implement a comprehensive program.</p> <p>The TOSA actively seeks out new resources from a wide range of sources to enrich teachers' skills in implementing the school's program.</p>	<p>The TOSA initiates efforts to coordinate the program and collaborate with school sites to implement a comprehensive program.</p> <p>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.</p>	<p>The TOSA makes an effort to coordinate the program and collaborate with school sites to implement a comprehensive program.</p> <p>The TOSA demonstrates basic knowledge of resources available in the school and District for teachers to advance their skills.</p>	<p>The TOSA makes no effort to coordinate the program and collaborate with school sites to implement a comprehensive program.</p> <p>The TOSA demonstrates little or no knowledge of resources available in the school or District for teachers to advance their skills.</p>	<p>Responsibility is not applicable to this TOSA.</p> <p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Serve as a resource for site personnel.</li> </ul>	<p>The TOSA is continually seeking ways to improve the support program and makes changes as needed in response to site needs and staff expertise.</p>	<p>The TOSA makes revisions to the support program when it is needed.</p>	<p>The TOSA makes modest changes in the support program when confronted with evidence of the need to change.</p>	<p>The TOSA adheres to his/her plan, in spite of evidence of its inadequacy.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Support the learning environments at different sites to meet the needs of the students.</li> </ul>					
<ul style="list-style-type: none"> <li>Provide opportunities for professional growth.</li> </ul>	<p>The TOSA actively provides a variety of opportunities for professional growth.</p>	<p>The TOSA provides effective opportunities for professional growth.</p>	<p>The TOSA provides minimal opportunities for professional growth.</p>	<p>The TOSA provides no opportunities for professional growth.</p>	<p>Responsibility is not applicable to this TOSA.</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Responsibility III: Curriculum Development and Supervision</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>Consult with administrator and staff to determine District and site needs.</li> </ul>	<p>The TOSA has been proactive in consulting with administration and colleagues to determine District and site needs.</p> <p>The TOSA establishes clear and concise protocols for piloting materials and analysis of the data from the materials.</p>	<p>The TOSA is effective in consulting with administration and colleagues to determine District and site needs.</p> <p>The TOSA designs protocols for piloting materials and analysis of the data from the materials.</p>	<p>The TOSA periodically consults with administration and colleagues to determine District and site needs.</p> <p>The TOSA prepares a limited protocol for piloting materials and analysis of the data from the materials.</p>	<p>The TOSA rarely consults with administration and colleagues to determine District and site needs.</p> <p>The TOSA does not establish protocol for piloting materials and analysis of the data from the materials.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Establish protocols for piloting materials and analysis of the data from those materials.</li> </ul>	<p>The TOSA is highly proactive in locating resources for instructional improvement for teachers, anticipating their needs.</p>	<p>The TOSA locates resources for instructional improvement for teacher when asked to do so.</p>	<p>The TOSA's efforts to locate and procure resources for instructional improvement for teachers reflecting incomplete knowledge of what is available.</p>	<p>The TOSA fails to locate resources for instructional improvement for teachers even when specifically asked to do so.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Procure materials for distribution to each site.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>The TOSA has a rudimentary plan to evaluate the instructional support program.</p>	<p>The TOSA has no plan to evaluate the program.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Establish procedures for monitoring the program.</li> </ul>	<p>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.</p>	<p>The TOSA visits the sites to supervise the implementation of the program.</p>	<p>The TOSA is sporadic about site visitations to supervise the implementation of the program.</p>	<p>The TOSA does not have a timeline for monitoring the program and does not do site visitations to supervise the implementations of the program.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Make site visitations to supervise the implementation of the program.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Gather data, interpret data and use data for program planning.</li> </ul>					

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Responsibility III: Curriculum Development and Supervision (cont.)</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>• Maintain documents for curriculum development.</li> </ul>	<p>The TOSA creates an organized and efficient system to maintain documents for curriculum development.</p>	<p>The TOSA maintains documents for the curriculum development.</p>	<p>The TOSA maintain only a partial set of documents that can be used for curriculum development.</p>	<p>The TOSA does not maintain documents for curriculum development.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Present an assessment of student learning to District personnel, school sites, parents and the community.</li> </ul>	<p>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.</p>	<p>The TOSA's presentation of an assessment of student learning is of good quality and appropriate to the needs of those being served.</p>	<p>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.</p>	<p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Responsibility IV: Community Liaison</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>• Serve as a liaison within the District.</li> </ul>	<p>The TOSA anticipates and responds to District and site program needs and is an active liaison within the District.</p>	<p>The TOSA initiates efforts to act as a liaison within the District.</p>	<p>The TOSA occasionally makes an effort to respond to the duties of a liaison within the District.</p>	<p>The TOSA rarely performs the duties of liaison within the District.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Maintain effective communication among program participants.</li> </ul>	<p>The TOSA is continually seeking ways to improve effective communication and collaborates with program participants.</p>	<p>The TOSA maintains effective and appropriate communication and collaborates with program participants.</p>	<p>The TOSA makes a modest effort to communicate with program participants.</p>	<p>The TOSA infrequently communicates in a meaningful way with program participants.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Implement communication procedures between the District office, school sites, parents and the community.</li> </ul>	<p>The TOSA uses a wide variety of communication procedures to disseminate information between the District office, school sites, parents and the community.</p>	<p>The TOSA implements effective communication procedures to disseminate information between the District office, school sites, parents and the community.</p>	<p>The TOSA occasionally communicates with the District office, school sites, parents and the community.</p>	<p>The TOSA has not implemented communication procedures and rarely communicates to notify the District office, school sites, parents or the community of the program.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Create agendas for committee meetings.</li> </ul>	<p>The TOSA consistently creates agendas for committee meetings.</p>	<p>The TOSA usually creates agendas for committee meetings.</p>	<p>The TOSA occasionally provides agendas for committee meetings.</p>	<p>The TOSA seldom or never provides agendas for committee meetings.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Provide applicable materials for committee meetings.</li> </ul>	<p>The TOSA provides meaningful materials for committee meetings to support goals and to clarify concepts for participants.</p>	<p>The TOSA provides appropriate materials for committee meetings and to support goals and to clarify concepts for participants.</p>	<p>The TOSA provides some materials for committee meetings that only partially support goals or clarifies concepts for participants.</p>	<p>The TOSA does not provide appropriate materials for committee meetings.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Attend and participate in applicable committees and meetings. Communicate program information to District and site personnel.</li> </ul>	<p>The TOSA regularly attends and participates in applicable committee meetings with current information and data. The TOSA communicates up-to-date and valuable program information to District and site personnel.</p>	<p>The TOSA attends and participates in applicable committee meetings. The TOSA communicates current program information to District and site personnel.</p>	<p>The TOSA attends most applicable committee meetings. The TOSA occasionally communicates program information to District and site personnel.</p>	<p>The TOSA seldom/never attends committee meetings. The TOSA seldom/never communicates program information to District and site personnel.</p>	<p>Responsibility is not applicable to this TOSA.</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Responsibility V: Instructional Leader</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>Develop, prepare, sequence and organize demonstration of lessons.</li> </ul>	<p>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.</p>	<p>The quality of the TOSA model lessons and workshops is uniformly high and appropriate to the needs of the teachers/students being served.</p>	<p>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.</p>	<p>TOSA's model lessons and workshops are of poor quality or are not appropriate to the needs of the teachers/students being served.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>Presents lessons to students.</li> </ul>	<p>The TOSA presents highly effective model lessons to students and models a variety of instructional strategies for staff.</p>	<p>The TOSA presents model lessons to the students and models instructional strategies for staff.</p>	<p>The TOSA presents few or disorganized lessons to students and provides minimal instructional strategies for staff.</p>	<p>The TOSA presents no lessons to staff or students.</p>	<p>Responsibility is not applicable to this TOSA</p>
<ul style="list-style-type: none"> <li>Develop student understanding through instructional strategies that are appropriate for the subject matter.</li> </ul>	<p>The TOSA facilitates student/staff understanding of concepts and information through a wide variety of instructional strategies.</p>	<p>The TOSA facilitates student/staff understanding of content and information through appropriate instructional strategies.</p>	<p>The TOSA may use a few strategies to make content and information accessible to students and staff.</p>	<p>The TOSA does not use instructional strategies that are appropriately matched to content and information that needs to be presented to students and staff.</p>	<p>Responsibility is not applicable to this TOSA</p>
<ul style="list-style-type: none"> <li>Use materials, resources and technologies that make the subject matter meaningful.</li> </ul>	<p>The TOSA facilitates student/staff understanding of concepts and information through highly effective use of materials, resources and technologies.</p>	<p>The TOSA facilitates student and staff understanding of concepts and information through appropriate use of materials, resources and technologies.</p>	<p>The TOSA may use some resources, materials and technologies infrequently to make the subject meaningful to students and staff.</p>	<p>The instructional materials, resources and technologies are either not used or used inappropriately and therefore do not make matter meaningful.</p>	<p>Responsibility is not applicable to this TOSA</p>
<ul style="list-style-type: none"> <li>Use instructional time effectively.</li> </ul>	<p>Pacing of the lesson or presentation is adjusted to ensure the engagement of all students/staff.</p>	<p>Pacing of the lesson or presentation is appropriate to the activities and information to engage all students/staff.</p>	<p>Instructional presentation time is paced so that activities and information is generally effective for most students/staff.</p>	<p>Instructional or presentation time is often rushed or too long or confusing, resulting in few students or staff understanding the concept.</p>	<p>Responsibility is not applicable to this TOSA</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
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Responsibility V: Instructional Leader (cont.)	4	3	2	1	N/A
<ul style="list-style-type: none"> <li>Create an environment that engages all students/staff.</li> </ul>	<p>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.</p>	<p>Instructional specialist makes good use of the physical environment, resulting in engagement of all participants in the workshop activities within a climate of respect.</p>	<p>The physical environment does not impede workshop activities and the atmosphere is cordial.</p>	<p>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.</p>	<p>Responsibility is not applicable to this TOSA</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
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<b>Responsibility VI: Developing as a Professional Educator</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>• Reflect on teaching practices and plan professional development.</li> </ul>	<p>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.</p> <p>Professional goals are extended and the TOSA purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.</p>	<p>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.</p> <p>Professional goals are developed and the TOSA pursues opportunities to acquire new knowledge and skills and participates in the professional community.</p>	<p>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.</p> <p>Professional goals are established with assistance. The TOSA pursues opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.</p>	<p>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.</p> <p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Establish professional goals and pursue opportunities to grow professionally.</li> </ul>	<p>Professional goals are extended and the TOSA purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Work with communities to improve professional practice.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p>
<ul style="list-style-type: none"> <li>• Work with families to improve professional practice.</li> </ul>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p>



**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

<b>Responsibility VI: Developing as a Professional Educator (cont.)</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	<b>N/A</b>
<ul style="list-style-type: none"> <li>• Work with colleagues to improve professional practice.</li> </ul>	<p>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.</p>	<p>The TOSA engages in dialogue with colleagues, collaborates with staff to make students' needs and participates in school-wide and District-wide events.</p>	<p>The TOSA engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide and District-wide events.</p>	<p>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.</p>	<p>Responsibility is not applicable to this TOSA.</p>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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\* \_\_\_\_\_ CLASSIFIED

SITE/LOCATION: \_\_\_\_\_

COLLEGE: \_\_\_\_\_

TITLE & COURSE WORK	SEMESTER UNITS	QUARTER UNITS	CLASS STARTS

**\*Per TVEA/TVUSD Article 9 – Professional Growth, Section 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.”

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**\*\*SUBMIT TO HUMAN RESOURCES DEVELOPMENT DIVISION\*\***

\_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED

\_\_\_\_\_  
Assistant Superintendent, Human Resources Development

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

Original – HRD

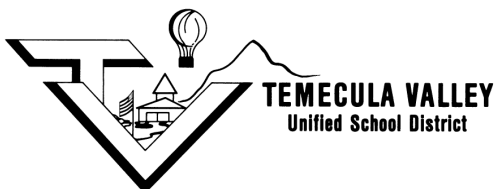
Copy – Employee

6/09

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**APPENDIX G-3 APPLICATION FOR UNPAID LEAVE OF ABSENCE**



**APPENDIX G-3**

**APPLICATION FOR UNPAID LEAVE OF ABSENCE**

TVEA Articles 10.6, 10.7, 10.8, 10.12, 10.13 or CSEA Articles 9.5.2, 9.6, 9.9

Name _____	Type of Leave: Child Care <input type="checkbox"/>
Employee# _____	Personal <input type="checkbox"/>
Certificated <input type="checkbox"/> Classified <input type="checkbox"/>	Family Care <input type="checkbox"/>
Position _____	Other <input type="checkbox"/>
School or Department _____	
Date (s) Leave requested _____	
Address while on leave: _____	

Explain in detail the purpose of leave:

In requesting the above leave, I agree to conform to the provisions of applicable regulations of the Temecula Valley Unified School District. I understand that failure to notify Human Resources Development of my intention to return to work on or before 90 days prior to termination of my leave will be considered a resignation unless advance arrangements for extensions are made

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

**RECOMMENDATION:**    Approved ☐    Disapproved ☐

Administrator \_\_\_\_\_ Date \_\_\_\_\_

Approved ☐    Disapproved ☐

Assistant Superintendent  
Human Resources Development \_\_\_\_\_ Date \_\_\_\_\_

<b>EMPLOYEE #:</b>	<b>SITE:</b>
<b>START DATE:</b>	<b>EFFECTIVE:</b>
<b>POSITION:</b>	<b>BOARD AGENDA DATE:</b>

**COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA**  
**TERM OF CONTRACT: JULY 1, 2011 – JUNE 30, 2013**

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**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:** \_\_\_\_\_  
Certificated \_\_\_\_\_ Classified \_\_\_\_\_ Confidential \_\_\_\_\_ Administrator \_\_\_\_\_

**Date(s) of Absence:** From \_\_\_\_\_ To \_\_\_\_\_

**Number of Work Days Involved:** \_\_\_\_\_ **Employee #** \_\_\_\_\_

**I hereby request leave be granted as indicated:**

\_\_\_\_\_ **PERSONAL TIME OFF** – Without Compensation (TVEA/TVUSD Art. 10.6, 10.8, & 10.12 or CSEA/TVUSD Art. 9.6. & 9.9)

\_\_\_\_\_ **BEREAVEMENT** – Maximum of 3 Days (Or 5 days if one-way travel more than 300 miles)

(See Contract for list of approved family members) (TVEA/TVUSD Art. 10.4 or CSEA Art. 9.4)

Relationship of deceased: \_\_\_\_\_

Residence of deceased (City/State): \_\_\_\_\_

\_\_\_\_\_ **PERSONAL NECESSITY** - Up to seven (7) days per year. (CSEA 538 Art. 9.3)

\_\_\_\_\_ Death or serious illness of a member of the unit member's immediate family. (CSEA 9.3.2a)

**(Explanation - use space below)**

\_\_\_\_\_ Accident involving unit member's person or property, or the person or property of the unit member's immediate family. (CSEA 9.3.2b) **(Explanation - use space below)**

\_\_\_\_\_ Appearance in any court as a litigant or witness under subpoena (CSEA 9.3.2c)

**(Explanation - use space below)**

\_\_\_\_\_ Other matters of personal necessity subject which is allowed at the discretion of the Superintendent or designee provided that under no circumstance shall leave be available for purposes of personal conveniences or for the extension of a holiday or a vacation period, for matters which can be taken care of outside work hours, or for recreational activities. (CSEA 9.3.2d) **(Explanation - use space below)**

Explain: \_\_\_\_\_

\_\_\_\_\_ **PATERNITY LEAVE** – Provided accrued sick leave is available, an employee may be granted the use of his/her accumulated sick leave to a maximum of fifteen (15) days for the purposes of a paternity leave, within the first year of birth. **(Certificated Staff Only)** (TVEA 10.7.1)

\_\_\_\_\_ **JUDICIAL** – Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. (TVEA 10.10.1 and CSEA 9.8)

\_\_\_\_\_ **PERSONAL BUSINESS** – A unit member may elect to use up to ten (10) days as Personal Business, without explanation provided it does not extend a holiday or a vacation period. Personal Business leave may not be carried over to succeeding years. **(Certificated Staff Only)** (TVEA 10.2)

\_\_\_\_\_ **EMERGENCY LEAVE** - Up to one (1) day. **(Classified Staff Only)** (CSEA 9.3.5)

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

\_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

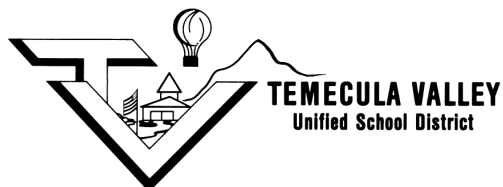
\_\_\_\_\_  
Administrator's Signature Date

**\*\*FORWARD TO HUMAN RESOURCES DEVELOPMENT OFFICE\*\***

\_\_\_\_\_  
Date Human Resources Development Administrator Signature

Original-Payroll    Canary-Supervisor    Pink-Employee    Goldenrod-Site copy **(To be retained by site before submitting for approval)**

**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 TAUGHT: \_\_\_\_\_

APPLYING FOR LONGEVITY STEP:            16            19            22            25

\_\_\_\_\_  
Employee:

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

\_\_\_\_\_  
HRD Office:

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

**This form must be sent to the HRD Office for approval. You will be sent a copy for your 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 responsibilities at \_\_\_\_\_

school in the position of \_\_\_\_\_ for the \_\_\_\_\_ school year.

Effective Date \_\_\_\_\_

Please indicate what percentage each teacher will work:

\_\_\_\_\_  
Teacher #1 – Print %

\_\_\_\_\_  
Teacher # 2 – Print %

\_\_\_\_\_  
Signature Teacher #1                      Date

\_\_\_\_\_  
Signature Teacher #2                      Date

The insurance package will be the following: (please state)

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

\_\_\_\_\_  
Principal's Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
APPROVAL

\_\_\_\_\_  
DENIAL

\_\_\_\_\_  
Signature – Human Resources Development Division Administrator

\_\_\_\_\_  
Date

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 # _____	Present Location _____
Present Assignment _____	
Home Address _____	Home Phone _____

In order of preference, I wish to request consideration for the following assignment:

- |    |                              |  |
|----|------------------------------|--|
| 1. | Site/School _____            |  |
|    | Grade/Subject/Position _____ |  |
| 2. | Site/School _____            |  |
|    | Grade/Subject/Position _____ |  |
| 3. | Site/School _____            |  |
|    | Grade/Subject/Position _____ |  |

My request is based on these reasons:


**A SEPARATE FORM IS REQUIRED FOR EACH NEW POSTING.**

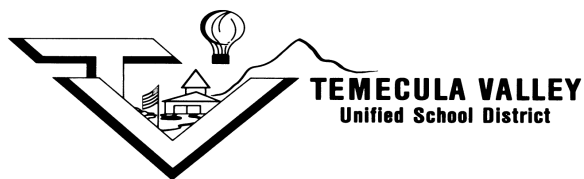
**\*NOTE:**    It is the responsibility of the employee requesting a transfer to submit electronically this request form and any required/suggested documentation to Human Resources Development Division, at the District Office, prior to the posted closing date.

(Attach Required Documentation)

**SUBMIT REQUEST TO HRD**

For HRD Use Only - Certificated			
Credential(s):	_____	Subject	_____
		Subject	_____
NCLB Certification:	Yes                      No	Subject	_____
EL Certification:	Yes                      No		
	PAR                      Assistance Plan		

**APPENDIX K EXTENDED WORK YEAR AGREEMENT**



**APPENDIX K**

**EXTENDED WORK YEAR AGREEMENT**

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

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

\_\_\_\_\_ CERTIFICATED \_\_\_\_\_ CLASSIFIED

POSITION: \_\_\_\_\_

SITE/LOCATION: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

CURRENT WORK YEAR	PROPOSED WORK YEAR
# DAYS -	# DAYS -
# MONTHS -	# MONTHS -
# HOURS -	# HOURS -

As an employee of the Temecula Valley Unified School District, I understand that from year to year program needs may require my position to be filled beyond the number of days and months currently allocated for my position.

Per my signature below, I agree to work an extended year in the 20\_\_\_/20\_\_\_ School Year.

I understand this is for up to a one (1) fiscal year period only and/or until further notice, and based upon program needs. Please note that fiscal years end on June 30<sup>th</sup> each year. I understand that I have 30 days from the date of approval to sign up for health benefits and that I will pay the percentage that the District does not pay.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Site Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*SUBMIT TO HUMAN RESOURCES DEVELOPMENT DIVISION\*\***

\_\_\_\_\_  
Date:  
Original – HRD    Copy – Payroll

\_\_\_\_\_  
Assistant Superintendent 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

<b>NAME:</b> <b>GRADE:</b> <b>SCHOOL:</b> <b>SUPERVISOR</b>	<b>DATE SUBMITTED:</b> <b>RELEASE DATE:</b> <b>CIRCLE:</b> Day 1    or    Day 2 <b>PLAN APPROVAL:</b>
<b>PLANNING AND PREPARATION OBJECTIVES:</b>	<b>PLEASE CHECK COMPLETED OBJECTIVES</b>
<b>PLANNING AND PREPARATION ACTIVITIES:</b>	<b>PLEASE CHECK COMPLETED ACTIVITIES</b>

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