CONTRACTUAL AGREEMENT

between the

BOARD OF EDUCATION

of the

MORONGO UNIFIED SCHOOL DISTRICT

and the

MORONGO TEACHERS’ ASSOCIATION

CTA/NEA

2018-2021

Revised 2019
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ARTICLE A: RECOGNITION AGREEMENT

The Morongo Unified School District (District) hereby recognizes the Morongo Teachers Association/CTA/NEA (Association) as the exclusive representative for the purposes of the Rodda Act (Government Code Sections 3540, et, seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions:

- General Classroom Teachers
- Special Day Class Teachers
- Secondary Counselors
- Elementary Music Teacher
- Adapted Physical Education Teacher
- Elementary Attendance Counselors
- Secondary Attendance Counselors
- Elementary Counselors
- Resource Specialists
- Nurses
- Teachers on Assignment
- Librarians
- Associated Student Body Advisors
- Secondary Department Chairpersons
- Elementary Assistant Principals (whose assignment requires that fifty percent [50%] or more of their assigned time be as a classroom teacher)
- GATE Teachers
- Regularly Employed Summer and Extended School Teachers
- Secondary Athletic Directors
- Independent Continuing Education (ICE) Teachers/ Student Achievement Center
- Elementary Preparation Teachers, including Elementary Physical Education Teachers, Elementary Music Teachers, and Elementary Fine Arts Teachers

And Excluding:
- Superintendent
- Assistant Superintendents
- Directors
- Curriculum Coordinators
- Program Specialists
- Principals
- Secondary Assistant Principals
- Junior or Senior High School Deans (whose assignment requires that they spend less than fifty percent [50%] of their regularly assigned time as a classroom teacher)
- Teaching Principals
× Speech Pathologists/Therapists
× Substitute Employees
× Elementary Assistant Principals (whose assignment requires that they spend less than fifty percent [50%] of their regularly assigned time as a classroom teacher)
× Alternative/Continuation Principals
× District Psychologists
× Regional Occupational Coordinator
× Career & Vocational Education Coordinator

Any new or recreated certificated positions that may be created subsequent to the agreement on unit composition will be subject to discussion between the Morongo Teachers Association and the District prior to being placed in or out of the bargaining unit. If no agreement is reached, the matter will be referred to the Public Employees Relations Board.

The Association and the District agree that the unit is appropriate and that they will not seek a clarification or amendment of the unit, either as to the specific exclusions or the enumerated inclusions unless mutually agreed upon.

Any amendments will be in writing, and initialed by a representative of MTA and the representative of the Board of Education.

///

ARTICLE B: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers, are the exclusive rights to determine its own organization; direct the work of its employees; determine the times and hours of operation; determine the kinds of levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency.

Emergency action shall not include freezing or reduction of salaries due to political action. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, for reasons other than "lack of funds", and discipline employees. The District shall not utilize this clause to discipline unit employees short of dismissal without first negotiating causes and procedures for discipline with the Association.

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

///
ARTICLE C: ASSOCIATION RIGHTS

All Association business activities will be conducted outside established work time. The duty-free lunch period shall be considered outside established work time.

The Association may make reasonable use of the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:

Section 1: Distribution and Posting

a) All posting for bulletin boards or items for school mailboxes must contain the date of posting or distribution. The identification of the organization together with a designated authorization by the Association president must also be included.

b) The Association will include a copy of all communications released for distribution to each site principal and will forward five (5) copies to the District administration.

c) The Association will not post or distribute information which is defamatory of the District or its personnel.

Section 2: Access & Representation

The Association has the right of access to all campuses and the use of classrooms and facilities for conducting Association business, with proper application, when such facilities are not otherwise in use. An Association representative may have access to bargaining unit employees on all campuses when those bargaining unit employees are off duty.

A bargaining unit representative may present to the Board of Education, and the Board of Education will receive input from the representative regarding matters of mutual interest. This shall not be construed to eliminate or substitute for other reports, such as those submitted by appointed committees.

Section 3: President/Negotiation Chairperson Release Time

The Association may have twenty (20) days of release time to be used by the president or his/her designee(s), not to be charged to sick leave, to visit schools within the District or the District Office. Advance notice of forty-eight (48) hours shall be given to the principal or supervisor of the president or his/her designee. The Association shall pay the salary of the substitute for the president or his/her designee. The time shall not be used for grievance processing or investigation.

Section 4: Visitation & Notification

School site administrators shall be given twenty-four (24) hours’ notice of an impending visit from a representative of the bargaining unit or CTA if the visit is to extend into the bargaining unit employee’s duty time.

Section 5: New Employee orientation

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days (or as soon as possible) in advance of other orientation/onboarding meetings that may occur throughout that year.
The Association shall be provided no less than thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. District administration will not be present at the orientation/onboarding meeting during the Association’s time without permission from the Association president.

The Association is entitled to invite approved vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

Section 6: New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president in an Excel file and hard copy, sorted by seniority date, no later than 30 days after the date of hire:

1. Name
2. Work Site
3. Grade Level/Assignment
4. Date of hire
5. Full time equivalent (FTE) status
6. Employment Status (i.e. Probationary, Permanent, Temporary, etc.)
7. Type of credential (i.e. Clear, Preliminary, College Internship, etc.)

The District shall also provide, if this information has been provided to the District and if an employee has not opted out of sharing certain information pursuant to Government Code 6254.3(c):

1. Home address
2. Phone numbers – home and cellular
3. Personal (non-District) email addresses

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ARTICLE D: EMPLOYEE RIGHTS

The District and the Association recognize the right of bargaining unit employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of bargaining unit employees to refuse to form, join, or participate in employee organization activities.

Section 1: Discrimination

Neither the Board of Education nor the Association shall discriminate against any employee on the basis of race, color, sex, religion, national origin, age (as provided in Federal and State law), physical handicap (as limited by State law), membership or lack of membership in an employee organization, or for participation in lawful employee organization activities or from refraining from participation in employee organization activities.

Section 2: Salary Explanation

In the event a bargaining unit employee has questions about placement on the salary schedule, a bargaining unit representative may accompany the bargaining unit employee when the bargaining unit
employee seeks an explanation.

**Section 3: Layoffs** - The District shall follow Education Code policies in layoff.

**Section 4: Due Process**

No bargaining unit employee shall be suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without due process.

**Section 5: Employee Rights**

Any bargaining unit employee who is the subject of a written parent complaint, pursuant to District policy 1312.1, will receive a copy of the written complaint as soon as possible. The bargaining unit employee shall receive at least five (5) working days from the date of receipt to prepare a written response. The bargaining unit employee shall have the right to representation at any hearing or conference arising from such complaint.

If the site administrator determines that the written complaint shall be entered in the bargaining unit employee’s personnel file, the bargaining unit employee may appeal that decision to the Superintendent whose decision, after a personal conference with the bargaining unit employee, if requested, shall be final.

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**ARTICLE E: GRIEVANCE PROCEDURE**

**Section 1: Definitions**

a) A "grievance" is an allegation by a grievant that there has been a violation, misapplication, or misinterpretation of the specific provisions of the Agreement, written Board policies, or State or Federal law directly affecting matters within the scope of representation, as defined in Section 3543.2 of the Government Code or by P.E.R.B. decisions.

b) A "grievant" may be any bargaining unit employee covered by the terms of this Agreement or the Association on behalf of one or more unit employees with their written consent.

c) For the purposes of this section, a "day" is any day when the grievant is regularly scheduled for work.

**Section 2: Filings**

No grievance may be filed unless it is filed within twenty (20) days following the act or occurrence upon which the alleged grievance is based or within twenty (20) days from the date the bargaining unit employee should have known of the act or occurrence. Failure to file the grievance within the time limits shall constitute a waiver of the grievance.

All time limits in this procedure may be extended by mutual written agreement. In the absence of such an agreement, failure by the grievant to meet the time requirements shall constitute a waiver of the grievance; failure by the District to meet the time requirements permits the grievant to proceed to the next level.

Nothing in the Agreement shall limit the right of any bargaining unit employee to present a grievance and have such grievance adjusted without the intervention of the Association at any Level below the Level of binding arbitration as long as the adjustment is not inconsistent with terms of this Agreement; 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 an opportunity to file a response.

**Section 3: Timelines**

The Association representatives, not to exceed two (2), will receive time off from duties for the processing of grievances for bargaining unit employees, subject to the following conditions:

a) By October 1, the Association president will designate, in writing, to the Superintendent one (1) bargaining unit employee from each school site who is to receive the time off, as well as designate the Association's grievance chairperson.

b) Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative shall inform the immediate supervisor in order that a substitute may be obtained, if necessary.

c) That such time off shall include representing a grievant in a conference with a management person.

**INFORMAL LEVEL**

Before filing a formal written grievance, the grievant may attempt to resolve the grievance by an informal conference with the grievant’s immediate supervisor.

**FORMAL LEVEL**

**Level I: (Appendix A: 1)**

Within twenty (20) days after the occurrence of the alleged act or omission, giving rise to the grievance, the grievant must present such grievance, in writing, on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate a decision to the bargaining unit employee, in writing, within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next Level. Within the above time limits, either party may request a personal conference with the other party.

**Level II: (Appendix A: 2)**

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision, on the appropriate form, to the Superintendent or designee within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant, or the Superintendent or designee, may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next Level.

**Level III: (Appendix A: 3)**

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the
decision, in writing, within ten (10) days to the Board of Education. This statement should include copies of Levels I and II grievances and their replies and any other information pertinent to the grievance. The administration shall place the matter on the next available agenda. The Morongo Teachers Association Grievance Chairperson may be present for the presentation of the grievance to the Board of Education. Should the Board of Education decide not to review the decision, the grievant shall be notified within five (5) days following the Board of Education meeting at which the grievance was received.

Should the Board of Education review the decision, this must be done and the decision communicated within twenty (20) days following the Board of Education meeting at which the grievance was received. It is important to note that a Board of Education meeting must deal with issues as a Board in total, not as individuals, and are subject to time, public notification, and other legal requirements.

**Level IV: (Appendix A: 4)**

In the event the grievant is dissatisfied with the results of the preceding Level, or if the Board of Education decides not to review, the Association may submit the matter to arbitration by filing a written request. The request for arbitration must be submitted no later than five (5) days after the Association’s Executive Board’s next scheduled meeting following the Level III decision of the Board of Education.

If the parties are unable to mutually agree upon the arbitrator, they shall, within ten (10) days of the receipt of the request, ask the American Arbitration Association to submit a panel of seven (7) names. The parties shall alternately strike names from the list until one (1) remains, which shall be the arbitrator. The arbitrator shall be immediately notified of selection and set a hearing date mutually agreeable to the arbitrator and the parties. The arbitrator shall limit decisions to the specific issues submitted to the arbitrator. The arbitrator shall not have authority to alter, amend, add to, or subtract from the specific provisions of this Agreement. The arbitrator’s decision shall be final and binding.

The fees and expenses of the arbitrator shall be borne equally by the parties, one-half (1/2) by the District and one-half (1/2) by the Association. The party incurring them shall pay any other costs or expenses.

In the event the Association elects to go to arbitration under this Agreement, this election shall constitute a clear election of remedies and a specific waiver of any administrative remedy, except for a grievance that may be reviewed by the Public Employees Relations Board under Section 3541.5(a) of the Government Code.

**Section 4: Miscellaneous**

a) A bargaining unit employee shall have the right to be represented at all Levels of the grievance procedures by the Association, including the personal conference.

b) If the grievance arises as a result of action by a representative of the District management above the level of the bargaining employee’s immediate supervisor, the grievant may begin the process at the next appropriate level above that of the immediate supervisor.

c) All decisions shall be in writing and delivered to the grievant by certified mail, return receipt requested. Copies of the grievance, as well as decisions, shall be forwarded to the
Association at the same time as they are forwarded to the grievant.

d) Either party has the option to postpone processing of a grievance during vacation periods. Time limits for appeal shall begin the day following receipt of the written decision by the grievant.

e) Documents, communications and records dealing with processing of a grievance will be maintained in a separate grievance file. This is not intended to preclude the fact that duplicate or evidentiary matter may also be located in the bargaining unit employee's personnel file subject to provisions of Article M, relating to Personnel Files.

f) Files: If a grievance is resolved in favor of the grievant, there will be no record of the grievance kept in the grievant's personnel file and all materials relating to the grievance will be destroyed, except that which is maintained as part of the District's grievance procedures.

g) Forms: All grievances shall be filed on the approved forms (Forms A: 1-4).

///

ARTICLE F: MAINTENANCE OF STANDARDS

Except as otherwise specified herein, during the term of this Agreement, the District shall not change written Board policies relating to wages, hours of employment (including calendar, starting and ending dates, and the distribution of days), health and welfare benefits, leaves, transfers, safety conditions of employment, class size, and evaluation procedures, without the consent of the Association.

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ARTICLE G: SAVINGS PROVISIONS

If any provisions of the 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.

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ARTICLE H: TEACHER SAFETY

Bargaining unit employees may use reasonable force under circumstances that require that they defend themselves or students against an assault. The bargaining unit employee must report any such incident immediately.

The above provision shall not be read as a requirement that bargaining unit employees must place themselves in danger of serious bodily injury in order to protect another employee or student from an assault.

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ARTICLE I: TEACHING CONDITIONS

Section 1: Duty-free Lunch

There shall be a minimum of thirty (30) consecutive minutes of duty-free lunch period for all bargaining unit employees. During the duty-free lunch there shall be no required student, parent or administrative contact or duty. Passing time for travel to and from duty stations shall be excluded from the
thirty (30) minutes. In those schools with departmentalized programs and a nutrition period, bargaining unit employees shall be entitled to twenty (20) consecutive minutes duty-free at an approximate midpoint of the teaching day.

Section 2: Safe and Healthy Working Conditions

Bargaining unit employees will not be required to work in physical plants which have been judged by the Board of Education, or safety and health committee, to be unsafe or unhealthful, nor to perform in such plants unless the safety and health factors creating such conditions is a short duration emergency situation caused by an act of God, or other unforeseeable circumstances.

Each school site shall have a safety and health committee, comprised of two (2) bargaining unit employees appointed by the Association, one (1) site administrator and one (1) representative appointed by the District management. The committee shall hear bargaining unit employee complaints regarding unsafe or unhealthful conditions.

The committee shall draft proposed recommendations designed to solve the problem. These recommendations shall be submitted to the complaining bargaining unit employee, the site administrator and the Superintendent or his/her designee. The Superintendent or his/her designee will review and acknowledge these recommendations.

Of those recommendations judged unsafe or unhealthful, action will be taken to correct the condition immediately or within twenty-four (24) hours.

During snowy or icy conditions, custodial and maintenance staff will make a concerted effort to keep the walkways free of snow or ice, or in as reasonably safe condition as possible.

The school will make arrangements for security contact for those activities when security personnel are not employed.

At school events where large numbers of non-students are expected and risk of confrontation exists, security personnel and an administrator will be scheduled for the purpose of assisting, supporting and protecting on-duty bargaining unit employees.

Section 3: Classroom Interruptions

Bargaining unit employees shall be given twenty-four (24) hours’ notice prior to classroom interruptions for maintenance and/or construction unless written approval by the bargaining unit employee has been secured. (A work order by a bargaining unit employee requesting immediate action should be given consideration as negating a twenty-four [24]-hour advance notice.) Whenever possible, major maintenance shall not take place during the school day if it is going to disrupt teaching and learning. Whenever possible, each school site will minimize non-maintenance classroom interruptions.

Section 4: Conference Periods

a) Junior and senior high school teachers will normally have one period per day set aside for preparation, planning and to conference with parents and pupil.

When there is no substitute available, the principal may assign a bargaining unit employee during that person’s conference period to substitute for a bargaining unit employee who is
absent. The bargaining unit employee who substitutes during a preparation period shall receive the established hourly rate. (See Article I, Teaching Conditions, Section 10 (1))

When secondary teachers are assigned a regularly scheduled class on an ongoing daily basis, for a period of a semester or more during their conference period, the bargaining unit employee will be compensated at the rate of one-fifth (1/5th) of the bargaining unit employee’s daily rate.

b) At the Elementary level, full-session regular classroom bargaining unit employees will be provided release time for preparations or conference periods. Preparation or conference periods will take place for a minimum of one hundred (100) continuous minutes or two (2) fifty (50) continuous minutes weekly for a minimum of one hundred (100) minutes weekly as established by the District during the school day and on the school site.

c) Special Education bargaining unit employees and Elementary Preparation bargaining unit employees shall schedule the equivalent of one hundred (100) minutes weekly with their site administrators for preparation or conference period.

d) The following terms and conditions shall apply regarding conference periods and class coverage for elementary teachers when substitutes are unavailable:

1) Special education teachers will not be used to cover classes for elementary teachers. Substitutes will be arranged for absent Special Day Class teachers. When a Resource Specialist is absent and no substitute is available, an administrator may cover the class using the instructional assistant under the direct supervision of the administrator and/or by having students remain in their regular classroom. Prior to using the instructional assistant to cover for an absent resource teacher who is under the direct supervision of the administrator, an agreement to do so will have been arranged among the resource teacher, administrator, and instructional assistant.

2) Elementary teachers will be assigned specific days and times for their conference period, either one (1) one hundred (100) minute period per week or two (2) fifty (50) minute periods per week.

3) Use of elementary teachers to cover classes during their conference periods will be implemented on a voluntary basis. A list of volunteers will be kept in the office and equitable assignments will be made from the volunteer list. When no volunteers are available, general classroom teachers may be assigned to cover classes for elementary teachers during their assigned conference periods. Such non-volunteer assignments will also be made from a duty roster that ensures fair and equitable assignments. A scheduled parental meeting is grounds for a teacher to decline such assignment. General classroom teachers who cover classes during their assigned preparation period will be paid at the established hourly rate. (See Article I, Teaching
Conditions, Section 10 (1)

4) Elementary preparation teachers will not have their classes cancelled to cover general classes. If the elementary preparation teacher is absent and a substitute cannot be obtained, the site administrator may cover the class with a teacher on preparation time and/or cancel the classes and schedule a make-up day when a substitute is available.

Regarding rates of pay, when bargaining unit employees who are general classroom teachers (at the secondary level, this also includes special day class and resource teachers) are required to cover classes during their conference period, when substitutes are not available, the bargaining unit employee shall be compensated at the established hourly rate as set forth in Article J.

Section 5: Layoffs

When the Board is contemplating layoffs, in accordance with Education Code Section 44955, the Association will be notified of such intention when the Board first considers the matter.

Section 6: Medication

No bargaining unit employee shall be obligated to administer medication needed by students except for nurses and special education teachers where said activity is specifically noted within the bargaining unit member’s job description.

Section 7: Pupil Discipline

The District shall provide in-service training on how to document classroom disciplinary matters and grounds for suspension or expulsion. When a case is recommended for expulsion, the District will present the case or, if the case is not presented, the reasons will be forwarded to the site administrator who will then relay them to the bargaining unit employee(s) involved.

A written description of rights and duties of bargaining unit employees with respect to student discipline, including the rights and duties of suspended students shall be presented to each bargaining unit employee before the first day of school.

Each site shall develop a written policy including, but not limited to the following areas:

1) Standards of expected student behavior,
2) Handling of referrals,
3) Handling of suspensions,
4) Procedures for referrals to the Board for expulsion

All discipline referrals shall be handled promptly and according to the aforementioned policy. The bargaining unit employee who initiates the discipline referral may request and will receive a conference within five (5) working days with the site administrator or designee to discuss any questions or concerns regarding the disposition of the referral.

While observing the due process rights of students, any temporary removal of a student from their regular academic schedule for disciplinary reasons shall be in accordance with California Education Code 48900.5, 48910, and 48925.
Section 8: Student Placement

When a student’s schedule/teacher is permanently changed for disciplinary reasons, the receiving bargaining unit employee will have a formal conference with the principal or administrative designee prior to the placement.

Section 9: Pupil Transportation

No bargaining unit members shall be requested or required to transport pupils in private vehicles. Should the District request or require that a unit member transport a pupil or pupils in a vehicle owned by the District, all insurance documentation denoting district liability coverage shall be maintained in the district-owned vehicle.

Section 10: Injury or Damages Willfully Caused by Students

If a bargaining unit member is a victim of an assault committed willfully by a student of the school district, the bargaining unit member will report the incident to site administration and has the right to contact local law enforcement. Site administration will report the incident to local law enforcement pursuant to California Education Code 44014.

The district shall provide professional development, as it is available, on a voluntary basis to unit members wishing training on how to subdue assaultive pupils, break up pupil fights, and use of conflict intervention skills.

Pursuant to California Education Code 48904 and 48905, a bargaining unit member may request that the district pursue legal action against a pupil or the parent/guardian of the pupil who willfully injured or damaged the real or personal property of that bargaining unit member.

Section 11: Working Hours

Certificated staff, except continuation and double session staff will arrive at least fifteen (15) minutes before class begins. Except as mandated by the performance of adjunct duties, the work day shall not be greater than six and one-half (6 1/2) hours at the elementary level and seven (7) hours at the secondary level. Continuation bargaining unit employees will have a workday comparable to that of regular school staff employees.

Nurses who are assigned to more than one school site shall have a work day of not greater than seven (7) hours, regardless of the different grade levels of the sites.

Section 12: Substitute Service

The District shall not normally hire any bargaining unit employee as a substitute teacher except in emergency circumstances when the District is unable to obtain sufficient substitute teachers. However, the District may, for recruitment purposes, utilize a new bargaining unit employee as a substitute until that bargaining unit employee can be assigned to a classroom. Additionally:

1) Teachers who substitute during their preparation/conference period pursuant to Article I, Section 4, shall be paid $50.00 per period.

2) In the event that there is no substitute available at the elementary level, the class will be split into no more than three (3) groups and assigned to other classes. Teachers who have
a group assigned to their class will be paid $25.00 per hour.

Section 13: Compensatory Release Time

Any bargaining unit employee asked by the administration to make an official presentation, such as an in-service to other employees during school time (i.e., "minimum days") shall at the discretion of the bargaining unit employee, be given compensatory release time to prepare for the presentation or pay at certificated extra duty (CED) rate. This time shall be at least as long as the presentation itself.

Section 14: Budget Allocations

Allocations per student and grade level shall be determined by the site level administrator and presented on the first working day of the school year after reviewing input from any interested site bargaining unit employees. Control of said budget allocations and communications of changes shall be the responsibility of the site level administrator.

Section 15: New Bargaining Unit Employee Workdays

Each new bargaining unit employee will be required to work one hundred eighty-four (184) service days, unless otherwise specified in Article S, Section 11.

The new teacher orientation will be planned jointly by the District and the Morongo Teachers’ Association and will include, but will not be limited to:

a) Providing new bargaining unit employees with the following documents:
   1) The most current salary schedule and employee benefit information,
   2) A job description for each certificated position when the position is assigned, and
   3) A description of documents required by the District for placement on the salary schedule.

b) Orienting new bargaining unit employees to the Morongo Unified School District, including information about curriculum, policies, and procedures.

c) Providing new bargaining unit employees with techniques to organize classrooms, implement classroom management procedures, and meet the needs of students in the classroom.

d) Other new bargaining unit employees as indicated in Article S, Section 7, will work the days indicated in that section. They also will report to Human Resources as requested to receive training and/or information referenced in numbers 1 and 2 in this section.

Section 16: Rest Period

No bargaining unit employee shall be required to work continuously for more than two (2) hours without an opportunity for urgent personal care.

Section 17: Staff Development, Staff Planning

All bargaining unit employees who are in a teaching assignment will be required to participate in three (3) days of staff development and one (1) site admin work day as scheduled by the District within the one hundred eighty-four (184) work days. Non-teaching bargaining unit employees (e.g., counselors, librarians, and nurses) may participate in these staff development activities at the discretion of the
administrator. If not participating in staff development activities, non-teaching bargaining unit employees will perform their regular duties.

Bargaining unit employees are entitled to utilize certain leaves on staff development days. However, no personal absence days (Article N, Section 8 (d)) will be approved on days designated as staff development. Any bargaining unit employees who are absent for reasons falling under Article N, Section 8 (d) will be docked a day’s pay plus prorated benefits for any Staff Development Days missed. Missed Staff Development Days cannot be made up. This also impacts years of service credit. The adopted calendar will reflect the staff development days and the parent conference days.

Section 18: Special Education Release Time

Each special education teacher shall be entitled to four (4) days of release time per school year for the purpose of planning and completing paperwork. The scheduling of the days shall be mutually agreed to with the site administrator.

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ARTICLE J: ADJUNCT DUTIES

The bargaining unit employee will be expected to participate in adjunct duties such as a Back to School Night, one per year; a reasonable number of staff meetings, up to three (3) hours per month with the last two (2) hours of participation up to the professional discretion of the teacher. Bargaining unit employees will participate in five (5) staff development minimum days per year to be directed by Instructional Services with one extra obligated hour on each day. The scheduling of the additional hour shall be determined by the site-based management council; and two (2) parent/teacher conference minimum days per year with one extra obligated hour each day. The Scheduling of the three (3) hour block of parent/teacher conferences on that day will be determined by the site-based management council, with district office approval. Participation in an Open House is optional for the bargaining unit employee.

Necessary student supervision shall be equitably assigned; with duties to be scheduled as early as practical in the school year, and with bargaining unit employees having the opportunity to volunteer for assignment dates. If there are an insufficient number of volunteers forty-eight (48) hours before an event, staff assignments shall be made by the site administrator.

Bargaining unit employees who must stand on campus bus and student drop off/pick up supervision duty for longer than thirty (30) minutes shall be paid the pro-rated CED rate per each half-hour or portion thereof in excess of the initial thirty (30) minutes. Such payment shall be made annually. Duty assignments shall be rotated on at least a quarterly basis.

Bargaining unit employees shall not be assigned more than one (1) period of student supervision per day. At the elementary level, bargaining unit employees shall be assigned no more than one period of supervision per day unless they voluntarily select additional duties or if there are special events at the school requiring additional supervision.

For supervision of students’ extra-curricular activities outside the normal workday, bargaining unit employees will be compensated at a rate of eighteen dollars ($18.00) per event.
Professional services such as Saturday school, district designated curriculum writing and consulting, professional test scoring, interviews (during non-paid status), home teaching, and in service preparation and in-services (during non-paid status) will be compensated at a rate of 1/1640 of Range 3, Step 1 per hour.

Bargaining unit employees teaching summer school and extended summer school will be compensated at the rate of thirty-five dollars ($35.00) per hour.

1. The Alternative Education Programs’ certificated staff at ICE East, ICE West, Student Achievement Center, and Black Rock Alternative High School will be authorized to return to work prior to the scheduled return date for returning teachers in order to process “Student Intakes” for the respective programs.

2. Student intake processing days will be authorized based on a ratio of one (1) day per seven (7) students. For planning purposes, the number of days will be based upon enrollment projections provided in the district Budget Guidelines.

The days worked will be compensated at the bargaining unit employee’s daily rate of pay and submitted on the District’s Supplemental Timesheets

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ARTICLE K: COMMITTEES

The District will consult on curriculum matters and do so through the Association’s Curriculum and Instruction Committee at the elementary level and through the School Based Management Councils at the secondary level. The Elementary Curriculum and Instruction (C & I) Committee will consist of three (3) members of the Morongo Teachers’ Association who will meet with the Assistant Superintendent of Instruction, with up to two (2) other administrators, when they consult on pertinent matters. When meeting, they will jointly set the agenda as well as timelines for project completion. In the event of any unresolved disagreement, the final decision will be made by the Superintendent. At a secondary level, curriculum issues will be discussed either with the Leadership Team at the junior high/middle school level or with the School Site Councils at the high school level. Each provides the Association with a vehicle for involvement in curriculum matters and for receipt of official news on Curriculum and Instruction in the manner prescribed by District policies, including 6141.3(b) and 6161.

On any sub committees of Curriculum and Instruction in which the District decides that bargaining unit employees may participate, the District shall determine the number of bargaining unit employees to be appointed to said committees. The Association shall have the right to appoint the bargaining unit employees to serve on such committees. Nothing herein shall be construed to violate statutory requirements for committee membership such as those for ROP, Vocational Education, School Site Council, etc.

The elementary chairperson of the Curriculum and Instruction Committee, or alternate, may be released for a reasonable number of days, not to exceed eight (8) days per school year. The Benefits Chairperson or alternate may be released for a reasonable number of days, not to exceed twelve (12) days
per school year. Advance notice of forty-eight (48) hours shall be given to the Superintendent or designee
when the Curriculum and Instruction chair and the Benefits Chairperson need to conduct Committee
business and need to utilize release time during the work day.

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ARTICLE L: EVALUATION PROCEDURES

Section 1: General Procedures

a) Evaluation Cycle

1) Non-tenured bargaining unit employees shall be evaluated each school year.

2) Tenured bargaining unit employees with less than ten (10) years shall be evaluated
every other year.

3) Bargaining unit employees who have been employed at least ten (10) years with the
school district and whose previous evaluation rated the employee as meeting standards
shall be evaluated at least every four (4) years if the bargaining unit employee and the
evaluator agree. The certificated employee or the evaluator may withdraw consent and
return to the evaluation cycle described in section (a) (2) if:
   i. A tenured bargaining unit employee changes assignment and/or site, that employee
      may be evaluated the school year of the change; or,
   ii. A bargaining unit employee receives two (2) Incident Reports, in the same school
      year, defined as violations of the Education Code, School District policies, or the
      collective bargaining unit agreement, that employee may be evaluated immediate if
      necessary, to expedite the remediation process. Additionally, that employee shall
      also be evaluated the following school year, which will establish his/her new
evaluation cycle pursuant to Section 1(a) (2).

b) All previously established evaluation timelines shall remain in effect.

c) Except as provided by law, and/or agreement between the Morongo Teachers Association
and the Morongo Unified School District, without the bargaining unit employee’s consent,
non-administrative personnel shall evaluate no bargaining unit employee.

d) Unless provided by law, the evaluation of bargaining unit employees shall not include or be
based upon the following:

   1) Standardized achievement results,

   2) Results of tests utilized for the purpose of a School Improvement Plan; and,

   3) The success, or lack thereof, of an instructional or clerical assistant in the
      performance of tasks assigned by the bargaining unit employee.

e) Bargaining unit employees shall not be evaluated on or held accountable for any aspect of
the educational program over which the bargaining unit employee has no authority.

f) The site level administrator may involve bargaining unit employees in the site planning
process including the evaluation of the site level administrator’s role.
g) Evaluators may recognize strengths and positive contributions of bargaining unit employees by using the commendation form/format.

h) Observations for evaluation shall not be limited to formal or scheduled classroom visits. Evaluators are encouraged to have an informal oral exchange of information with the evaluatee throughout the evaluation process. This process shall not limit the District from using other methods or procedures when dismissal of a bargaining unit employee is being considered.

i) The formal written evaluation shall be on the appropriate formats, which are incorporated as part of this Agreement. Formats for non-classroom certificated bargaining unit employees (e.g. nurse, counselor, and librarian) may be different than those of classroom teachers.

Section 2: Evaluation Process

a) Information to bargaining unit employees
Bargaining unit employees to be evaluated during a particular school year shall have available to them a copy of the evaluation procedures as outlined in this Agreement (See Section 3: Timelines).

b) Basis of Evaluation
The bargaining unit employee being evaluated and the evaluator shall meet to discuss (See Section 3: Timelines, pre-evaluation conference).

1) Standards of Evaluation
During each evaluation period, bargaining unit employees will be evaluated on six (6) California standards for the teaching profession. Each standard will include several components. The standards are:
   • Engaging and supporting all students in learning
   • Creating and maintaining effective environments for student learning
   • Understanding and organizing subject matter for student learning
   • Planning instruction and designing learning experiences for all students
   • Assessing student learning
   • Developing as a professional educator

2) Teacher Personal Goals
Each teacher shall set at least one measurable goal in each of the above standards. Methods to achieve these teacher-specific goals shall be discussed and mutually agreed upon, if possible (Pre-evaluation Goals, Appendix E: 2).

3) Disagreement over Goal Setting
In the event of a disagreement over the goals, methods to attain the goals or the time schedules, the bargaining unit employee shall have the opportunity to state the bargaining unit employee’s position on the matter(s) and to attach a written statement
to the evaluation form.

4) Different Standards for Non-teaching Personnel
Goals and standards of evaluation may be different for non-teaching bargaining unit employees (e.g. nurse, counselor, and librarian).

c) Formal Observations
1) Formal classroom observations shall last at least twenty (20) minutes and shall be scheduled at least one (1) week prior to the observation.
2) Bargaining unit employees will complete the Teacher Pre-Observation Form/Format (Appendix E: 4) and present it to the evaluator prior to the observation. Evaluators may wish to confer with bargaining unit employees at this time.
3) Each observation shall be followed by a written Certificated Observation Report (Appendix E: 5).
   i. If the observation was satisfactory, this written report will be provided to the bargaining unit employee within fifteen (15) working days.
   ii. If the observation was less than satisfactory, this report will be presented to the bargaining unit employee and a “Post Observation Conference” will be held within one (1) week of the formal observation.
4) Probationary bargaining unit employees shall ordinarily receive three (3) formal observations.
5) Tenured bargaining unit employees, whose last Evaluation was satisfactory in all areas, shall receive at least two (2) formal observations.
6) Tenured bargaining unit employees, whose last evaluation was not satisfactory in all areas, shall receive at least three (3) formal observations.
7) A bargaining unit employee who receives an unsatisfactory observation report may request an observation by another administrator. This request will be honored provided it can occur within the timelines of the evaluation. The bargaining unit employee will select a District Office administrator from a list of two (2) provided to the bargaining unit employee by the District. This observation and follow-up report will become part of the bargaining unit employee’s permanent record. However, the primary evaluator remains responsible for the succeeding steps in the evaluation process.

d) Evaluations
1) Following the required observations, the evaluator will complete the summary Evaluation Report (Appendix E: 3) for each bargaining unit employee. Note that each of the California Standards for the teaching profession has an overall “Standard Rating”, and the entire evaluation has an “Overall Rating”. These ratings will be determined as follows:
   “Standard Rating”- Satisfactory, Needs Improvement, Unsatisfactory
   A “Standard Rating” will be considered “Unsatisfactory” if two or more components of
that standard are ranked “Unsatisfactory”.

A “Standard Rating” that is not “Unsatisfactory”, can either be “Satisfactory” or “Needs Improvement”.

“Overall Rating”-Satisfactory, Unsatisfactory

The “Overall Rating” will be considered “Satisfactory” if each “Standard Rating” is Satisfactory or if less than three (3) “Standard Ratings” are “Needs Improvement”.

The “Overall Rating” will be considered “Unsatisfactory” if any “Standard Rating” is “Unsatisfactory” or if the “Standard Rating” in three (3) or more standards is “Needs Improvement”.

2) In preparing the evaluation report for placement in the bargaining unit employee’s personnel file, the evaluator shall rely upon data collected through classroom observations, incident reports, if any, written memorandum(s), which the bargaining unit employee has had the opportunity to review and to make comments, and informal observations of day-to-day performance. The evaluation form shall contain no “ratings” other than “satisfactory”, “needs improvement”, or “unsatisfactory”. In the event the bargaining unit employee disputes the content, the bargaining unit employee may prepare a written statement that shall be attached to the evaluation.

e) Unsatisfactory Evaluations

1) If a bargaining unit employee receives a less than satisfactory evaluation, the evaluator shall present a remediation plan (Appendix E: 6) which shall include, but not be limited to the following:

(a) Specific directives for improvement (which shall be mutually agreed upon, if possible)
(b) Direct assistance to implement such recommendations
(c) Procedures to measure improvement and evidence necessary to achieve satisfactory evaluation
(d) Time schedule to achieve progress

2) For those bargaining unit employees with remediation plans, a second evaluation will follow the completion of the plan (See Section 3: Timelines).

3) Permanent bargaining unit employees who receive an unsatisfactory evaluation on this second evaluation shall be:

• Evaluated the following school year.
• Referred to the Peer Assistance and Review (PAR) Program for mandatory participation. (See Trust Agreement for details)(Classroom teachers only)
• Denied the step increase on the salary schedule. If this employee receives a satisfactory evaluation during the following year, the employee will resume salary step progression at the beginning of the next school year.
f) **Grievances**
   1) If a grievance were filed concerning an evaluation, the timelines would begin with the completion date of the evaluation.
   2) Evaluations which have an Overall Rating of “satisfactory” and indicate that the bargaining unit employee is recommended for retention shall not be subject to the grievance procedures.

g) **Evaluations outside the normal timelines**
   1) If a tenured bargaining unit employee changes assignment and/or site, that employee may be evaluated the school year of the change.
   2) Bargaining unit employees who receive two (2) Incident Reports, defined as violations of the Education Code, School District policies, or the collective bargaining unit agreement, may be evaluated immediately, if necessary, to expedite the remediation process.
   3) When a bargaining unit employee begins employment in the District after October 1, timeframes will be adjusted as necessary so that an evaluation takes place by the end of the school year.

h) **Peer Assistance and Review (PAR) Program**
   The Association and the District have agreed to establish and maintain a program pursuant to Education Code Section 44500, et. Seq., designed to provide assistance to permanent bargaining unit employees employed by the District who are in need of development in subject matter knowledge and/or teaching strategies or skills. This program shall be entitled the Peer Assistance and Review Program, and may be referred to as PAR. The specifics of the program are detailed in a Trust Agreement entitled “Trust Agreement for the Peer Assistance and Review Program.”

**Section 3: Timelines**

a) **October 1:** By this date, bargaining unit employees to be evaluated during a particular school year shall have available to them a copy of the evaluation procedures as outlined in this Agreement and shall be notified of the identity of their primary evaluator.

b) **November 1:** By this date, bargaining unit employees being evaluated will have met with their evaluators to establish goals and the methods to meet them. (See Section 2(b))

c) **January 15:** By this date, a Probationary I and II bargaining unit employee will have finished the initial evaluation of the current school year.

d) **March 1:** By this date, a Probationary I and II bargaining unit employee in remediation will have completed the second evaluation.

e) **March 30:** A permanent bargaining unit employee being evaluated will have finished the initial evaluation of the current school year.

f) **Thirty calendar days (30) before the end of school:** By this time, a permanent bargaining
unit employee in remediation will have finished the second evaluation.

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**ARTICLE M: PERSONNEL FILES**

The District shall maintain only one (1) District personnel file for each certificated bargaining unit employee, which shall be located in one central location in the District Office. Site level administrators may maintain a file necessary for day-to-day supervision and management, but copies of all material upon which action might be based shall be placed in the District file. This shall not limit the District's right to introduce relevant evidence in any hearing or litigation.

Materials in personnel files of bargaining unit employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved. Such materials shall be placed in the files within ninety (90) days following the act or occurrence upon which it is based or within ninety (90) days of the date the District should reasonably have known of the act or occurrence.

Such material is not to include ratings, reports or records which were (1) obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee employees; or (3) were obtained in connection with a promotional examination.

Every bargaining unit employee shall have the right to inspect such material in either the District's or the site administrator's file upon request, provided that the inspection is made at a time when such person is not actually required to render services to the employing District. This request for an appointment shall be made at least one (1) hour in advance of the inspection. Each bargaining unit employee may have another Association employee present when inspecting and reviewing the personnel file.

Information of a derogatory nature, except material mentioned in the third (3rd) paragraph of this section, shall not be entered or filed unless and until the bargaining unit employee is given notice and an opportunity to review and comment thereon.

Such review shall take place during normal business hours, and the bargaining unit employee and the bargaining unit employee designee shall be released from duty for this purpose without salary reduction. A bargaining unit employee will have five (5) working days to respond, in writing, to or grieve (pursuant to the time lines in Article E: Grievance Procedure) any material being considered for the bargaining unit employee's site or District personnel file.

Any material objectionable to the bargaining unit employee, other than the District evaluation forms, shall be removed from the site administrator's personnel file twelve (12) calendar months from date of entry.

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**ARTICLE N: LEAVE PROVISIONS**

The benefits which are expressly provided by this section, Article N, are the sole benefits which are part of this collective agreement unless provided for in the present District policy, and it is agreed that other statutory leave benefits are not incorporated, either directly or implicitly, into this agreement, nor are such
benefits subject to the grievance procedure.

Section 1: Sick Leave

a) Sick leave (illness or injury leave) is defined as the authorized absence of a bargaining unit employee because of his/her personal illness, injury, medical or dental appointment, or medical quarantine.

b) Ten-month (10) bargaining unit employees employed five (5) days a week shall be entitled to ten (10) days leave of absence for personal illness or injury, with full pay, for a school year of service. Bargaining unit employees employed less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days leave of absence for personal illness or injury as the number of days employed per week bears to five (5). Bargaining unit employees employed eleven (11) months shall be entitled to eleven (11) days of absence for personal illness or injury, with full pay, for a school year of service. Pay for any days of absence shall be the same as the pay that would have been received had the employee served during the day of absence.

Sick leave accounts shall be issued annually at the beginning of the school year. Each bargaining unit employee's account shall be increased by the number of sick leave days to be earned in the ensuing school year.

c) If an employee does not utilize the full ten (10) days leave of absence under this section, the days shall be accumulated to the bargaining unit employee's credit, without limit, to be used in subsequent years.

d) At the conclusion of any period of absence due to illness or injury, the bargaining unit employee, at the request of the immediate supervisor, shall submit a written statement in proof of the bargaining unit employee's medical inability to work.

e) A bargaining unit employee may be required to submit a medical release from a licensed health care provider indicating the ability to return to work and perform the essential functions of his or her position following an absence of five (5) days or more, or if cause exists to believe the employee should not be at work. Employees released with work-related restrictions, should reference paragraph “f” below.

f) If there is a release for limited duties, the bargaining unit employee must contact Human Resources to determine if his/her assignment can be modified to allow his/her return. Until such determination is made, the employee will remain on available leave.

g) Sick leave earned under this section may also be used for Personal Necessity Leave (Section 8 (b)), Religious Observance Leave (Section 8 (c)), PAS (Personal Absence Leave) (Section 8 (d)), and Family Illness Leave (Section 8 (e)). Any use of sick leave for these reasons is subject to the terms and conditions set forth in Section 8.

Section 2: Extended Sick Leave

a) Extended sick leave is defined as the continued authorized absence of the bargaining unit
employee beyond that employee’s current year’s sick leave, beyond all accumulated sick
leave, and beyond all entitlement to any other paid leave, including applicable Workers’
Compensation. This leave applies to a specific illness or injury and has a maximum length
of five (5) months. For purpose of this section, a school month will be a calendar month
that falls within the adopted school year calendar.
Differential pay is defined as the difference between a bargaining unit employee’s salary
and the amount actually paid a substitute or the amount which would have been paid to the
substitute had one been hired.

b) During each school year, when a bargaining unit employee has exhausted all accumulated
sick leave, and continues to be absent from his/her duties because of illness or accident,
the bargaining unit employee is entitled to an additional period of up to five (5) school
months for the same illness or accident, whether or not the absence arises out of or in the
course of employment. The sick leave period, including accumulated sick leave and the
five-month (5) period shall run consecutively.

c) During the extended sick leave period when the fully paid sick leave is exhausted, the
bargaining unit employee will receive substitute differential pay for thirty (30) workdays. The
amount deducted from the bargaining unit employee’s salary shall not exceed the sum that
is actually paid the substitute or the amount that would have been paid to the substitute had
one been hired. Following the thirty (30) day period and for the balance of the five (5)
months, the bargaining unit employee shall receive sixty percent (60%) of the bargaining
unit employee’s salary.

d) A bargaining unit employee shall not be provided more than one five (5) month period per
illness or accident. However, if a school year terminates before the five (5) month period is
exhausted, the balance of the five-month (5) period may be used in the subsequent school
year, if needed.

e) In no case will there be paid or unpaid leave granted beyond the five (5) month period
already mentioned except as otherwise required by law. When a bargaining unit employee
has used all sick leave and extended sick leave, and the bargaining unit employee is not
medically able to resume the duties of the bargaining unit employee’s position, the
bargaining unit employee shall be placed on a reemployment list. If the bargaining unit
employee is tenured, the time period will be not more than thirty-nine (39) months. If the
bargaining unit employee is probationary, the time period will not be more than twenty-four
(24) months. If the bargaining unit employee becomes medically able to return to the
bargaining unit employee’s duties during the twenty-four (24) or thirty-nine (39) month
period, the bargaining unit employee credentialed shall be returned to employment in a
position for which he or she is credentialed and qualified. The twenty-four (24) or thirty-nine
(39) month period shall commence at the expiration of the five (5) month period described
Previously.

f) In all cases of extended sick leave, doctors’ statements of inability to work and the ability to resume duties will be required.

Section 3: Bereavement Leave

a) Bargaining unit employees shall be granted bereavement leave due to the death of any member of the immediate family, defined as the mother, father, grandmother, grandfather, step parent, brother, sister, or a grandchild of the bargaining unit employee or of the spouse or registered domestic partner of the bargaining unit employee, and the spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, or of any relative living in the immediate household of the bargaining unit employee. For purposes of this section, “registered domestic partner” shall be defined as a domestic partnership registered with the State of California pursuant to Family Code Section 297.

b) Bereavement leave shall normally not exceed four (4) days. However, five (5) days of bereavement leave will be granted if the bargaining unit employee is required to travel out of state, or in excess of three hundred fifty (350) miles one way. These days need not be consecutive. There is no deduction of pay or sick leave days for these days.

c) Request for bereavement leave should be made in writing when practicable, to the site administrator, and shall indicate the name of the deceased and his/her relationship to the employee.

d) A bargaining unit employee may request in writing an extension of bereavement leave. Such extension may be granted if necessary for travel or in carrying out the responsibilities of the bargaining unit employee in connection with the death. For this extension, the bargaining unit employee may utilize Personal Leave if available. If no personal leave is available, deduction from the bargaining unit employee’s salary shall not exceed the amount paid to the substitute or would have been paid to the substitute had one been hired.

f) In the event of the death of a relative not a member of the bargaining unit employee’s immediate family, the employee may submit a written request to his/her site administrator. This leave of absence may not exceed five (5) days. It will be deducted from the employee’s personal leave. If no personal leave is available, deduction from the bargaining unit employee’s salary shall not exceed the employee’s daily rate for each day absent.

Section 4: Sabbatical Leave

Definition: A sabbatical leave is a leave granted to a bargaining unit employee for one (1) of the following purposes:

a) Travel - A travel leave consistent with assignment is one during which the bargaining unit employee travels continuously outside the District for eighty percent (80%) of the leave. A complete but not necessarily detailed itinerary shall accompany the application for such travel leave.
b) Formal Study - The bargaining unit employee must pursue a minimum program each semester in an accredited institution of higher learning. Work must relate to the present or prospective service of the bargaining unit employee, or toward qualifying the bargaining unit employee for a higher credential or degree.

c) Independent Study - An independent study leave is one during which the bargaining unit employee pursues a program of study, research, and/or educational experience. This program must be related to the present or prospective service of the bargaining unit employee and must be under the guidance of a sponsor authorized by the Superintendent of Schools. The program must be at least equivalent in effort and content to the required units for a formal study leave. A complete report of the independent study project must be approved by the sponsor and filed with the required sabbatical leave report.

d) Combination - Types of sabbatical leaves may be combined in one (1) semester or in separate semesters in accordance with the following:

Independent study leave may be evaluated by the sponsor as to the equivalent semester units. One (1) calendar month of continuous travel is considered as equivalent to two (2) semester units in combination.

e) Service to the District in a non-teaching capacity.

Length of Leave: Sabbatical leave will be granted on a one (1) full school year basis or, if a replacement is available, the Board of Education may grant a one (1) semester leave.

Eligibility: Any bargaining unit employee who has served seven (7) or more consecutive years in the Morongo Unified School District under proper credential(s) and who has at least two (2) years' service to render following said leave to the Governing Board shall be eligible for sabbatical leave once each seven (7) years with Board of Education approval. A year of service shall consist of a minimum of seventy-five percent (75%) of the teaching days of the school year exclusive of absences due to illness or other compensated leave. A bargaining unit employee making request for a sabbatical leave to start the second (2nd) semester of a school year must have completed a minimum of seventy-five percent (75%) of the days of service during the first (1st) semester of the school year exclusive of absences due to illness or other compensated leave.

Compensation Rate: A bargaining unit employee who has been granted sabbatical leave shall receive one-half (1/2) of the regular salary the bargaining unit employee would have received on the annual teachers' salary schedule adoption (Board of Education 4311.11) during the period of the leave as if the bargaining unit employee had continued employment, and fringe benefits as described in Article "S".

Payment: A bargaining unit employee on sabbatical leave may elect to receive the bargaining unit employee's salary under either of the following provisions:

1) In two (2) equal installments during the first two (2) years following the return from sabbatical leave. The first (1st) installment shall be paid at the end of the first (1st) semester after the return of the bargaining unit employee from leave, and provided
that the bargaining unit employee has received salary other than that for illness, or a minimum of seventy-five (75) days during the first (1st) semester.

If the bargaining unit employee has not received salary, other than for illness, for a minimum of seventy-five (75) days during the first (1st) semester, but does receive salary for such minimum number of days during the first (1st) and second (2nd) semesters after the bargaining unit employee’s return from leave of absence, the first (1st) installment shall be paid at the end of the second (2nd) semester. The second (2nd) installment shall be paid at the end of the third (3rd) semester after the return of the bargaining unit employee from leave and, provided that the bargaining unit employee has received salary other than that for illness, for a minimum of seventy-five (75) days during the third (3rd) semester.

2) By monthly payment to the bargaining unit employee during the sabbatical leave after filing suitable bond with the Governing Board indemnifying the Board in case the bargaining unit employee does not return to the bargaining unit employee’s position. Such bond shall be exonerated in event the failure of the bargaining employee to render such service of two (2) years is caused by death or mental or physical disability of the bargaining unit employee.

Request Procedure: The bargaining unit employee should make written application to the Office of the Superintendent in a formal letter of application. Application should be made by March 1, prior to the leave.

Number on Leave: The number of bargaining unit employees on sabbatical leave in any one (1) semester shall not exceed two percent (2%) rounded to the nearest whole number of the total number of bargaining unit employees of the District. In the event the number of eligible bargaining unit employees applying for a sabbatical leave during any one (1) semester or full year exceeds two percent (2%) rounded to the nearest whole number of total number of bargaining unit employees of the District, the granting of leaves shall be governed by:

1) Merits of reason for the leave
2) Degree of success in performance of duties prior to leave
3) Reasonable distribution of applicants by schools and grade level
4) Granting of previous sabbatical leaves
5) Availability of suitable replacement
6) Length of service in the District since election to permanent status

Report: Each bargaining unit employee returning from sabbatical leave shall file with the Office of the Superintendent a written report not later than forty-five (45) days after return to active duty.

1) Such report shall contain detailed data as to the activities of the bargaining unit employee, together with the bargaining unit employee’s appraisal of the professional value of the experience or knowledge gained while on leave, the manner in which
such experience or knowledge may be used for the benefit of the students or the
schools of the District. Said report is to contain 1,200 to 3,000 words. Such report
shall be presented to the Governing Board of the District for approval.

2) The returning bargaining unit employee shall expect to share with the community,
as a representative of the District, experience of the sabbatical leave.

Accident or Illness: Notification of accident or illness while on sabbatical leave shall be made by
registered letter to the Superintendent of Schools, mailed within ten (10) days of such accident or illness,
unless the physical condition of the bargaining unit employee is such as to prevent giving such notice,
whereupon notice shall be given as soon as practicable. A certification from competent medical authority
must be submitted as soon as possible. Salary shall not be jeopardized under said conditions.

Salary Program: A bargaining unit employee returning from sabbatical leave will receive the same
progressive advancement on the salary schedule as if the bargaining unit employee had remained in active
service in the bargaining unit employee’s regular position. Any units earned while on sabbatical leave
must have prior approval for advancement on the salary schedule.

Retirement: A period of sabbatical leave does not affect retirement status provided retirement
contributions are made for the period of the leave. Retirement contributions shall be made on the basis of
the sabbatical leave. Reference: Education Code Sections 45383 to 45384.

Section 5: Military Leave

Bargaining unit employee shall be entitled to military leave in accordance with the provisions of the
California Military and Veterans Code and applicable state and federal laws.

Section 6: Convenience Leave

a) Long Term

1) Upon written request to the Superintendent, a permanent bargaining unit employee
may be granted a leave of absence of one (1) school year for the bargaining unit
employee’s own convenience. No salary or benefits shall be paid during such leave.
If the benefits are desired, the bargaining unit employee may advance to the District
the cost of fringe benefits and the District shall forward the premiums to the
appropriate carrier. The written request must be presented to the Superintendent
no later than March 15 of the school year prior to the leave commencement.

2) If the bargaining unit employee notifies the District in writing by March 15 in the
leave year that he/she intends to return, the employee shall be entitled to return to
a position comparable to that held at the time the leave commenced. "Comparable"
means the same educational level (primary, secondary, etc.); the same major and/or
minor field of teaching whenever possible, and subject to availability of a position.

3) If the bargaining unit employee fails to notify the District by the March 15 deadline,
the bargaining unit employee shall be considered to have resigned from the District.
Notification of this requirement will be sent to the bargaining unit employee
when the leave is approved.

4) If a bargaining unit employee has been on convenience leave, the bargaining unit employee must serve at least two (2) years before the bargaining unit employee is eligible for another convenience leave.

5) While on an approved convenience leave under this section, a bargaining unit employee may not be employed by any K-12 public education institution, including a charter school.

b) Short Term

1) Upon written request to the Superintendent, a permanent bargaining unit employee may be granted a convenience leave of less than one year but for one (1) school quarter or more. The request must be submitted at least forty-five (45) calendar days prior to the desired starting date.

2) For convenience leave of shorter duration than previously mentioned, the written request must be submitted to the Superintendent at least twenty-one (21) calendar days prior to the desired starting date. Notification of approval or not will be returned to the permanent bargaining unit employee as quickly as possible.

3) For short-term convenience leave, no salary shall be paid. This is separate from any other leave mentioned in this Article. The bargaining unit employee shall reimburse the District for the pro-rata portion of the fringe benefit premium to cover the time period of the leave.

4) While on an approved convenience leave under this section, a bargaining unit employee may not be employed by any K-12 public education institution, including a charter school.

Section 7: Industrial Accident or Illness Leave

A bargaining unit employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

a) The accident or illness must be accepted by the employer as a bona fide injury or illness arising out of and in the course of the bargaining unit employee fulfilling the duties assigned by the employer.

b) Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, not to exceed sixty (60) days.

c) Allowable leave shall be based on the school fiscal year and shall not be accumulated from year to year.

d) The leave under these rules and regulations shall commence on the first (1st) day of absence.

e) A bargaining unit employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work at such time as the bargaining unit employee’s
physician verifies that there has been such a recovery. The District, at its own expense, may request the opinion of another physician.

f) The Board of Education's report of an industrial accident or illness shall be kept on file in the Business Office.

g) The days of leave provided in this paragraph are separate from sick leave benefits. Accordingly, sick leave deducted from the bargaining unit employee's allotment shall be reinstated upon verification of absence due to industrial accident.

h) When a bargaining unit employee is absent from the employee's duties due to industrial accident or illness, the bargaining unit employee shall be paid such portion of his/her salary for any month in which absence occurs, as when added to the bargaining unit employee's temporary disability indemnity under Division 4 (four) or Division 4.5 (four point five) of the Labor Code, and shall result in a payment to the bargaining unit employee of not more than the bargaining unit employee's full salary.

i) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

j) When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit employee shall be entitled only to the amount of unused leave due the bargaining unit employee for the same illness or injury.

k) During any paid leave of absence, the bargaining unit employee shall endorse to the District the temporary disability indemnity checks received because of the bargaining unit employee's industrial accident or illness. The District, in turn, shall issue the bargaining unit employee's salary and shall deduct normal retirement and other authorized contributions.

l) The benefits provided by these rules and these regulations shall be applicable to all bargaining unit employees, once those employees have rendered service in the District.

m) Any bargaining unit employee receiving benefits as a result of these rules and regulations shall, during the period of illness or injury, remain within the State of California unless the Governing Board authorizes travel outside the State.

n) Upon termination of the industrial accident or illness leave, the bargaining unit employee shall be entitled to the benefits provided for sick leave (Section 1 and 2 of this article) and the bargaining unit employee's absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the bargaining unit employee continued to receive temporary disability indemnity, the bargaining unit employee may elect to take as much of the bargaining unit employee's accumulated sick leave which, when added to the bargaining unit employee's temporary disability indemnity will result in payment to the bargaining unit employee of not more than the employee's full salary.

o) If the bargaining unit employee has a medical release for limited duties, the bargaining unit
employee must contact the Human Resources Office to determine if the bargaining unit employee’s assignment can be modified to allow the bargaining unit employee’s return. Until such determination is made, the bargaining unit employee will remain on available leave.

**Section 8: Personal Leave**

**a) General**

1) Bargaining unit employees may, during any school year and at the bargaining unit employee’s own election, use up to seven (7) days allowed for sick leave in cases of personal necessity, religious observance, or PAS (Personal Absence) leave. Leave for family illness under subdivision (e) below shall not count against the seven (7) days.

2) Bargaining unit employees requesting absence for personal necessity, charged to sick leave, may be asked to submit written proof of such necessity in the form of signed verification from a physician, attorney, or other qualified person, except for that leave requested under sections (b)(5) and (d) below.

3) Within the meaning of this section, payment for such absence shall be made upon receiving certification, by the bargaining unit employee’s administrator or supervisor that the absence was due to a situation designated as a personal emergency. The bargaining unit employee’s signature on the payroll form shall be considered authorization for the Business Services section to deduct from the bargaining unit employee’s sick leave account the days taken for personal emergency.

4) Once a personal necessity day has been approved, it cannot be rescinded within two (2) weeks of the approved dated of absence.

**b) Personal Necessity Leave**

Personal Necessity Leave is defined as follows:

1) Death of a member of the bargaining unit employee’s immediate family when a number of days of absence exceeds four (4), or five (5) if out-of-state travel is required, or in-state if greater than three hundred fifty (350) miles one way.

2) Accident not otherwise chargeable to an illness or injury leave, involving the employee’s person or property, or the person or property of the employee’s immediate family, of such an emergency nature as to require that attention of the bargaining unit employee during the employee’s workday.

3) Appearance in court as a litigant or witness. In the event the court appearance is requested by the District administration, the days will not be counted against leave time. A bargaining unit employee receiving a subpoena to appear as a court witness will be granted three (3) days which will not be counted against leave (up to a maximum of three [3] days each school year). Any reimbursement will be returned
to the District. If the bargaining unit employee is in any way participatory in the
initiation of the subpoena, and other than for issues within the scope of the
bargaining unit employee's duties within the District, the provision in this paragraph
will not be applicable. Where the court appearance is requested by District
administration, the bargaining unit employee shall be reimbursed for actual and
necessary expenses pursuant to Board policy.

4) Illness of a member of the bargaining unit employee's immediate family of such
emergency nature as to require the attention of the bargaining unit employee during
the bargaining unit employee's workday. This shall be in addition to leave taken for
family illness under paragraph (e) below.

5) Imminent danger to the home or property of a bargaining unit employee occasioned
by a factor such as flood or fire, serious in nature, and which requires the attention
of the bargaining unit employee during the workday.

6) Three (3) days of the personal necessity leave, of the seven (7) allowable, may be
charged at the bargaining unit employee's request for personal emergencies not
described above. The request shall be cleared with the site administrator. There
shall be no accumulation from year to year of such days.

c) Religious Observance Leave

Three (3) days of the personal necessity leave, of the seven (7) allowable, may be
charged, at the bargaining unit employee's request, for religious observances. The
request shall be cleared with the site administrator. There shall be no accumulation
from year to year of such days.

d) PAS (Personal Absence Leave)

Three (3) days of the personal necessity leave, of the seven (7) allowable, may be utilized
by the bargaining unit employee at the bargaining unit employee's own discretion upon the
following conditions:
1) Such days shall be charged against the bargaining unit employee's unused sick
leave.

2) Twenty-four (24) hours written notice shall be required unless extenuating
circumstances occur which prevent such notice being given; in that event, the
bargaining unit employee shall make every reasonable effort to give advance notice.

3) There shall be no accumulation from year to year of such days.

4) The principal/designee retains the right to deny the bargaining unit employee
personal necessity leave on a certain day, if there would be a significant negative
impact on the instructional process on that specific day.

5) The bargaining unit employee shall not be required to give reasons for the use of
such day(s).
6) Such leave shall not be used to withhold services from the District.

7) Such leave shall not be used for Staff Development Days, per Article I, Section 16.

e) **Family Illness Leave (Labor Code 233)**

Pursuant to California Labor Code Section 233, a bargaining unit employee is entitled to use in any calendar year the bargaining unit employee’s accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six (6) months at the bargaining unit employee’s then current rate of entitlement, to attend to an illness of a child, parent, spouse, or domestic partner of the bargaining unit employee. All conditions and restrictions placed by the employer upon the use by a bargaining unit employee of sick leave also shall apply to the use by a bargaining unit employee of sick leave to attend to an illness of his or her child, parent, spouse, or domestic partner. This leave shall not count against the seven (7) days of personal necessity, shall not accumulate from year-to-year, and shall come from available sick leave.

**Section 9: Exchange Program Leave**

After completing three (3) consecutive full school years of service, the bargaining unit employee shall be eligible to apply for an exchange program. The Board of Education shall approve or deny the application and terms thereof.

**Section 10: Professional Growth Leave**

Each bargaining unit employee shall be entitled to two (2) full days of classroom visitation, within or outside of the District, not to be charged to sick leave. Not to be included in this total shall be District assigned visitation, in-service, workshop or conference. The District shall provide a substitute. Individual applications must be submitted in writing and be approved by the site administrator and the Superintendent prior to the leave commencing. The bargaining unit employee shall submit a written report to the site administrator summarizing the visitation.

**Section 11: Family and Medical Leave (UNPAID)**

a) Bargaining unit employees having been employed by the District for at least twelve (12) months and who have worked at least 1,250 hours in the twelve (12) months immediately prior to taking the leave shall be afforded all benefits under the California Family Rights Act of 1991, as amended (CFRA, Government Code Section 12945.2) and the Federal Family and Medical Leave Act of 1993 (FMLA, 29 U.S.C. 2601 et seq.). Under the dual provisions of the state and federal acts, bargaining unit employees are entitled to a maximum of twelve (12) work weeks leave in any twelve-month period, except leave taken to care for a specified family member injured in the line of active duty military service as provided in paragraphs (b)(5) and (d) below. The twelve (12) month period shall be a fiscal year, July 1 through June 30, inclusive, except for leave taken to care for a family member injured in military service, as specified in paragraphs (b)(5) and (d) below. In addition, this agreement allows a bargaining unit employee with a serious health condition that makes the bargaining unit employee unable to perform his/her duties, to extend the leave for up to twelve (12) months.
However, all other conditions of this Article will apply. See Appendix I for procedures and forms.

b) “Family and Medical Leave” qualifying reasons are:

(1) … birth of a bargaining unit employee’s child, and care for the child during the first twelve (12) months after the birth of the child;

(2) … placement of a child with a bargaining unit employee for adoption or foster care during the first twelve (12) months after adoption or placement of the child;

(3) … care of a seriously ill spouse, parent, or child under the age of eighteen (18) or eighteen (18) or older and incapable of self-care because of mental or physical disability;

(4) … a serious health condition of the bargaining unit employee making the bargaining unit employee unable to perform job duties;

(5) (FMLA only) care of a parent, spouse, child (including adult child), or “next of kin” (as defined by law) who suffered a serious injury or illness that was incurred in the line of duty on active duty while a member of the Armed Forces (including the National Guard or Reserves);

(6) (FMLA only) for any “qualifying exigency” (event) arising out of the fact that a parent, spouse, or child (including adult child) has been called to active duty service in the Armed Forces from the National Guard or Reserves and has been or is being deployed to a foreign country;

(7) (FMLA only) for any “qualifying exigency” (event) arising out of the fact that a parent, spouse, or child (including adult child) who is a member of the regular Armed Forces has been or is being deployed to a foreign country; or

(8) care of a seriously ill registered domestic partner (CFRA leave only).

c) “Serious health condition” is defined as an illness, injury, impairment, or physical or mental conditions that involve inpatient care at a hospital, hospice, or residential medical care facility, or where the individual is incapacitated for at least three (3) consecutive calendar days and is undergoing continuing treatment by a health care provider.

d) For leave taken pursuant to paragraph (b)(5) above, a bargaining unit employee is entitled to twenty-six (26) workweeks in a twelve (12) month period commencing on the first date that leave is taken for that reason. The twenty-six (26) workweeks shall include the twelve (12) workweeks of regular family leave.

e) For a bargaining unit employee taking a Family and Medical Leave, the District shall maintain the employee’s coverage under any applicable health plan for the duration of the leave, except if more than twelve (12) workweeks of unpaid Family and Medical Leave is taken in any fiscal year, the employee is responsible for that additional cost and shall reimburse the District directly.
f) The bargaining unit employee taking a Family and Medical Leave shall be required to use any applicable paid maternity leave, necessity leave, personal leave, medical or sick leave, industrial accident and illness leave, or extended sick leave prior to using the benefits under this section. Such paid leave shall run concurrently with the Family and Medical leave under this section. Nothing herein shall entitle a bargaining unit employee who took a family leave greater rights than if the bargaining unit employee had worked during that time.

g) When a bargaining unit employee returns from a Family and Medical Leave, the bargaining unit employee shall be restored to the same or equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Nothing herein shall entitle a bargaining unit employee who took a family leave to greater rights than if the bargaining unit employee had worked during that time.

h) Where the bargaining unit employee is taking leave pursuant to this section for the bargaining unit employee’s own serious health condition or the serious health condition of a specified family member, the bargaining unit employee must provide the District with a certification from a health care provider as set forth on the form included in Appendix I, including the commencement date of the leave and the anticipated termination date of the leave. If the leave was for the bargaining unit employee’s own serious health condition, the bargaining unit employee shall be required to provide a release to return to the bargaining unit employee’s duties. When leave is taken to care for a family member injured in military service or for a qualifying exigency related to military service [paragraphs(b)(5), (6) and (7) above], the bargaining unit employee shall complete the appropriate form attached in Appendix I and provide the necessary supporting documentation as specified.

i) A bargaining unit employee disabled by pregnancy, childbirth or related medical condition shall be entitled to up to four (4) months of Pregnancy Disability Leave, which shall run concurrently with twelve (12) workweeks of FMLA leave and available paid leaves. In addition, a bargaining unit employee shall be entitled to twelve (12) workweeks of leave under State law (CFRA) for child bonding after the pregnancy disability ends. Any FMLA leave remaining after the pregnancy disability ends shall run concurrently with the CFRA leave for child bonding.

Section 12: Pregnancy Disability Leave

a) Pregnancy Disability Leave is available to a bargaining unit employee who is unable to perform the duties of her job because of a disability caused by pregnancy, childbirth, or related medical conditions. Note that this is not a leave for child bonding or child rearing.

b) A bargaining unit employee who is absent from duties for disability caused by pregnancy shall be entitled to utilize available sick leave, as defined in Article N, Section I, and Extended Sick Leave, as defined in Article N, Section 2.

c) Pregnancy disability shall be treated as any other disability with the following exceptions:
1) The bargaining unit employee's physician shall determine the onset of the leave.

2) The date when the disability ends and the bargaining unit employee returns to work or begins a child-rearing leave, shall be the date stipulated by the bargaining unit employee's physician.

Section 13: Leave without Pay for Childbearing Preparation & Child-Rearing

Leave without pay or other benefits may be granted to a bargaining unit employee for preparation for childbearing and for child-rearing.

The bargaining unit employee shall request such leave as soon as practicable, but only under unusual circumstances less than twenty (20) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the bargaining unit employee wishes to begin and end the leave without pay.

The determination, as to the date on which the leave shall begin and the duration of such leave, shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.

The duration of such leave shall consist of no more than twelve (12) consecutive months.

There shall not be a diminution of employment status for child-bearing or child-rearing except that no bargaining unit employee shall be entitled to compensation or increment, nor shall the time taken on parental leave count toward credit for probationary bargaining unit employees in earning tenure status.

If a bargaining unit employee is on leave for childbearing preparation or child-rearing and in the event of a miscarriage, or death, of a child subsequent to childbirth, the bargaining unit employee may request an immediate assignment to a bargaining unit employee position. If there is a vacancy for which a bargaining unit employee is qualified, the District will assign the bargaining unit employee to a position as soon as practicable.

Section 14: Catastrophic Leave Donation

Pursuant to Education Code Section 44043.5(f), all certificated employees may donate sick leave credit to certificated employees when that certificated employee or a member of his or her immediate family suffers from a district-verified catastrophic illness or injury. A certificated employee may also use sick leave when there is a catastrophic illness or injury in the immediate family (as defined in bereavement leave). “Catastrophic Illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off. Business Services shall administer the records regarding the donation of sick leave credit and allocation of that credit to the affected certificated employee.

Catastrophic Leave must be requested. See Appendix H in back for proper forms for both the individual requesting and those wishing to donate. It is important that it is clearly stated why the situation
is catastrophic.

Within fifteen (15) working days of receiving all of the completed paperwork, a committee will review the application. The committee, consisting of two (2) association representatives and two (2) District representatives, will be the final decision on the approval and length of leave.

This committee will also review the application for the possibility of converting the applicant’s sick leave into personal leave.

Catastrophic leave is designed to allow an eligible bargaining unit employee to take additional paid leave as well as assist the bargaining unit employee with the amount of money to be received for the days after the bargaining unit employee has used all of the bargaining unit employee’s fully paid days. The first twenty (20) days of catastrophic leave shall be used after the exhaustion of the eligible bargaining unit employee’s own fully paid sick leave and prior to the commencement of the five (5) school months of leave described in Section 2 of this Article. Any remaining days of catastrophic leave shall run concurrently with the five (5) months.

Section 15: Reinstatement from Leave

Except as provided in other sections, the bargaining unit employee shall be returned to the position the employee held at the time the leave was granted, provided conditions have not arisen which would have changed the bargaining unit employee’s location and type of work, had that bargaining unit employee remained in active service. In the event of changed conditions, the bargaining unit employee shall be reinstated and assigned to work appropriate to that bargaining unit employee’s credential, field of training or experience.

According to current Education Code, no salary step progression shall occur if the leave exceeds 25% of the number of regularly scheduled workdays.

Section 16: Elected Office Leave

This section is implemented in recognition that a bargaining unit employee elected to office of certain local public agencies will benefit the District and its students. Further, service on such a board or council will promote the ideals of public service to students and cooperation between local agencies.

a) A bargaining unit employee is eligible for elected office leave if elected to the governing board of a local public agency that is defined as, and limited to, the San Bernardino County Board of Supervisors, a local city council, or a water district that geographically overlaps the geographical boundaries of Morongo Unified School District.

b) An eligible bargaining unit employee is entitled to three (3) days of elected office leave each school year. The District will pay for the substitute teacher for three (3) days. The bargaining unit employee also has the potential of three (3) more matching days to be paid by the other agency. It is the bargaining unit employee’s responsibility to work it out with the other agency and obtain a written commitment from the other agency prior to use of any days.

c) Prior to using elected office leave, the bargaining unit employee shall take all reasonable steps to schedule the local agency business during non-school hours.
d) A request for this leave must be submitted in writing and approved by the site administrator and the Superintendent. The Superintendent or his designee will monitor the employee’s non-illness related absences to insure that there are not abuses of this section.

Section 17: Definitions

For purposes of this Article, the following definitions apply:

“Registered domestic partner” are defined as same-sex partners at least eighteen (18) years of age sharing a common residence, or same or opposite sex partners sharing a common residence where one (1) or both of the partners are eligible for Social Security and if they are opposite sexes, at least one (1) is age sixty-two (62) or older. In order to qualify as registered domestic partners, the partners must file a Declaration of Domestic Partnership with the California Secretary of State pursuant to Family Code Section 297 and must meet all of the criteria for domestic partnership set forth herein.

Section 18: Field Trip

Bargaining unit members who are approved by the site administrator to accompany student field trips shall receive their regular compensation and benefits. A bargaining unit member so approved may use one (1) of two (2) days of available Professional Growth Leave (Section 10).

A bargaining unit member who wants to accompany his or her child on a school field trip, and who has not been approved by the site administrator to accompany the students for supervision or instructional purposes, may use available Personal Leave under Section 8 of this Article.

As used in this Section, “approved” shall not include a site administrator’s agreement to allow an employee to use Personal Leave under Section 8.

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ARTICLE O: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES

a) A transfer is defined as a change, by a bargaining unit employee, from one (1) school to another, within the District. A reassignment is defined as a change in subject matter and/or grade level responsibility within a school.

b) The District management shall make preliminary assignments within the schools for the ensuing school year as soon as administratively practicable. Such assignment shall consist of subject matter and/or grade level(s) responsibilities. Nothing in the preliminary assignments shall be construed as limiting the right of the District management from making any changes in such assignments or programs. The bargaining unit employee affected by any change of preliminary assignment shall be given notice twenty (20) workdays prior to the first (1st) bargaining unit employee workday unless unforeseen conditions, such as enrollment fluctuations, lead to possible changes in class assignments. In such cases, notification to the affected bargaining unit employee(s) shall be made immediately. When a bargaining unit employee is affected by any change of preliminary assignment due to unforeseen conditions, i.e., enrollment fluctuations, the affected bargaining unit employee will be entitled to the following:
1) Unforeseen transfers between sites or grade levels that require a change of classroom location will entitle the bargaining unit employee to eight (8) hours of compensation at certification extra duty (CED) rate and custodial assistance at the direction of the Superintendent or designee.

2) Unforeseen transfers of grade level teaching assignments that do not require a change of classroom location but do require a change in curriculum will entitle the bargaining unit employee to one (1) school day of preparation time without students assigned to the bargaining unit employee's supervision.

c) For purposes of this provision, a vacancy is any bargaining unit position which remains unfilled after assignments, pursuant to Section "B" above, or any bargaining unit position which was filled on an interim basis after the first ten (10) bargaining unit employee workdays of the prior school year.

d) For vacancies within the school year not advertised by the District, consideration will be given to all bargaining unit employees who, in writing, notify the site administrator of their request for a voluntary reassignment by March 1. The final selection is within the sole discretion of the District management. Written notification will be given within two (2) working days of the site administrator's decision regarding the bargaining unit employee's placement.

e) For the purposes of filling vacancies for the following school year, the District shall use the following procedure:

1) Prior to February 15 of each school year, the District shall notify bargaining unit employees of the March 15 transfer application deadline. By March 15 of each school year, bargaining unit employees who want to be considered for transfer to another site shall file the appropriate District forms with the Human Resources Office. New programs creating vacancies after March 15 shall be advertised to all bargaining unit employees for transfer.

2) The Human Resources Office shall conduct an initial screen of all applications based upon credentials, satisfactory evaluation in all areas, proper application, and meeting criteria as set by the site. All applicants who meet the initial screen requirements shall be interviewed at the site level. The site with the vacancy shall make the decision regarding the transfer. The appropriate committee and the principal or designee shall make the decision. The decision shall be based upon the applicant's training for a particular position, recency of training and the advertised position description. If all such factors are equal, the bargaining unit employee with the most District-wide seniority shall fill the vacancy.

If the above procedures have been utilized and a vacancy still exists, the District may fill the vacancy with a new District bargaining unit employee.
f) The District may fill mid-year regular elementary vacancies with new District bargaining unit employees. However, any such vacancy filled during the school year shall be open for transfers pursuant to the procedure in Section "E" above, with service in the position commencing the following school year.

g) The District utilizing the following procedures shall fill mid-year regular secondary vacancies:

1) The vacancy shall be posted.

2) The Human Resources Office shall conduct an initial screen of all applicants based upon credentials, satisfactory evaluation in all areas, proper application, and meeting criteria as set by the site. All applicants who meet the initial screen requirements shall be interviewed at the site level. The school site with the vacancy shall make the decision regarding the transfer. The appropriate committee and the principal or designee shall make the decision. The decision shall be based upon the applicant's training for a particular position, recency of training, and the advertised position description. If all such factors are equal, the bargaining unit employee with the most District-wide seniority shall fill the vacancy.

3) If the above procedures have been utilized and a vacancy still exists, the District may fill the vacancy with a new District bargaining unit employee.

h) The District utilizing the following procedures shall fill mid-year special education vacancies:

1) The vacancy shall be posted.

2) The Human Resources Office shall conduct an initial screen of all applicants based upon credentials, satisfactory evaluation in all areas, proper application, and meeting criteria as set by the site. All applicants who meet the initial screen requirements shall be interviewed at the site level. The school site with the vacancy shall make the decision regarding the transfer. The appropriate committee and the principal or designee shall make the decision. The decision shall be based upon the applicant's training for a particular position, recency of training, and the advertised position description. If all such factors are equal, the bargaining unit employee with the most District-wide seniority shall fill the vacancy.

3) If the above procedures have been utilized and a vacancy still exists, the District may fill the vacancy with a new District bargaining unit employee.

i) All specialty positions (i.e., counselors, librarians, etc.) shall be posted by the District and all bargaining unit employee candidates who meet the qualifications of credentials and “satisfactory” evaluation in all areas shall be interviewed by an appropriate committee. If all such factors are equal, the bargaining unit employee with the most District-wide seniority shall fill the vacancy.

If the above procedures have been utilized and a vacancy still exists, the District may fill the
vacancy with a new District bargaining unit employee.

j) Involuntary transfers or reassignments may be implemented by the District management whenever, in the sole discretion of the District, said transfers or reassignments are in the best interests of the District. Said transfers or reassignments shall be based on educationally related needs of the District.

A bargaining unit employee affected by such a transfer or reassignment shall be given notice as soon as administratively practicable. When requested by the bargaining unit employee, a conference will be held between the appropriate management person and the bargaining unit employee to discuss the reason for the transfer.

The District shall give written notification of the educationally related needs for the involuntary transfer or reassignment to the bargaining unit employee. An affected bargaining unit employee will have the opportunity to have the transfer or reassignment reviewed by a committee including two (2) representatives of the District and two (2) representatives of the Association prior to the effective date of the transfer. The request for the explanation or the review must be made within five (5) days of actual receipt of notice. The District will give due consideration to the findings of the committee. Such a decision and the basis therefore, are specifically excluded from the grievance procedure, unless two (2) employees or more of the committee conclude that the action is punitive or arbitrary.

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ARTICLE P: CLASS SIZE

a) The Board of Education will set average class sizes.

(1) The maximum class size is: K at 31; 1 through 3 at 31; 4 through 6 at 32; 7 through 8 at 34; 9 through 12 at 34 (shall not exceed teaching stations; shall meet uniform building code regulations); combination classes: K/1 through 3/4 at 29; 4/5 through 5/6 at 30; Continuation at 19; secondary physical education (PE) at 55.

(2) For planning purposes average class sizes will be: K at 31; 1 through 3 at 30; 4 through 6 at 30; 7-12 at 29.9 per secondary full time equivalent (FTE) teacher; physical education (PE) at 50; Continuation at 19; and, K through 6 Combination Class at 28.

(3) Elementary preparation teachers will not be assigned more than two (2) elementary classes. Additional classes may be added, if the total number of students does not exceed 60.

(4) If any of these numbers are exceeded, the school class size committee shall meet.

b) Each school shall have a standing class size committee which will consist of two (2) bargaining unit employees appointed by the Morongo Teachers’ Association and one (1) site administrator appointed by the District management. When he or she determines it is appropriate, the Superintendent or designee may appoint an additional administrator to assist the committee. A bargaining unit employee may file a complaint when the maximum class size has been exceeded (listed above). The committee shall only be required to meet
after a complaint has been filed. 
This committee shall draft proposed recommendations designed to solve the problem. These recommendations shall be submitted to the complaining bargaining unit employee, site administrator, and the Superintendent or Superintendent’s designee. The Superintendent shall review and acknowledge these recommendations. (Appendix B: 1 and B: 2). 
Responsibility for implementation of these recommendations shall rest with the committee, bargaining unit employee, site administrator, and the Superintendent or the Superintendent’s designee unless said recommendation calls for hiring of additional staff and/or the building or acquisition of additional facilities. In the latter case, the Board of Education shall make the final determination concerning said recommendations. Said determination shall not be subject to grievance. 

c) A Class Size Committee shall continue to examine class size, explore alternatives, and report to District and MTA membership. 

d) If specific programs are available to reduce class sizes (such as the elementary Class Size Reduction Program), the District may apply for and participate in the available programs provided that the requirements of the specific program can be met with available or obtainable resources and that the fiscal integrity of the District shall not be compromised. If programs become available, the committee referenced (c) above will be consulted. 

e) When the number of students exceeds the number of teaching stations at either comprehensive high school, the teacher will, by the end of the second (2nd) day of each semester, report the numbers to the counselors for appropriate adjustment. If the numbers are still over, the principal will meet with the counselors to provide direction to meet the teaching station criteria. If, after the principal meets with the counselors, the numbers are still over, the teacher may contact the Superintendent or Superintendent Designee to meet with the principal concerning meeting teaching station criteria. 

Section 1: Class Size Bonus 

a) A stipend shall be awarded to teachers by the end of the school year. The stipend will be $200 per student exceeding maximum class sizes (as referenced in Article P (a) (1)). Special Day Class (SDC) students must be mainstreamed for at least twenty-five percent (25%) of the day in order to count for class size bonus. The above class size figures shall not apply to experimental classes or traditionally large group classes such as band, or when teaching stations or programs may allow larger sizes. Beginning with the close of the attendance month four (4), a stipend will be awarded when classes exceed maximum class size including the following below: 

1) When the resource specialist’s caseload exceeds twenty-eight (28) as reported at the end of the attendance month.
2) In special day classes where enrollment exceeds eighteen (18) as reported at the end of the attendance month.

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ARTICLE Q: SPECIAL EDUCATION STUDENTS

Bargaining unit employees will be responsible for supporting goals and objectives of the District's Special Education Program. Whenever possible, bargaining unit employees will attend meetings, including the Individual Education Plan Team (IEPT). In the event that the bargaining unit employee is unable to attend, the case carrier will inform the bargaining unit employee of the meeting results within five (5) working days. Whenever possible, meetings will be scheduled during the referring bargaining unit employee’s conference period, or within thirty (30) minutes before or after the working day.

In the event a special day class student is to be placed full-time into a general class as a result of the IEPT meeting, the case carrier will confer with the bargaining unit employee prior to general classroom placement.

When an identified special day class student is mainstreamed into a general classroom for any amount of the school day, a conference will be held with the receiving bargaining unit employee and the special day class bargaining unit employee prior to placement.

Any child who cannot attend to that child's own bodily functions shall have the services of a qualified aide to assist in these areas, unless this is part of the instructional program for that student.

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ARTICLE R: MEMBERSHIP DUES AND PAYROLL DEDUCTIONS

Upon appropriate written authorization from the bargaining unit employee, the District shall deduct from the salary of the bargaining unit employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donation, or any other plans or programs jointly approved by the Association and the District.

With respect to all sums deducted, the District agrees to remit such funds, and a list of the contributing bargaining unit employees, to the appropriate organization at the earliest possible date following the deductions.

The Association agrees to furnish any information needed by the District for fulfilling the provisions of Article "R".

Upon written request, the District shall deposit the bargaining unit employees' warrants in local banks or savings and loan on the first (1st) of the month or the first (1st) workday after the first (1st) of the month.

When "S" warrants are returned to the District, they shall be put in the United States mail to credit unions, etc., within twenty-four (24) hours whenever possible.

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ARTICLE S: COMPENSATION AND BENEFITS

Section 1: Certificated Salary Rate
a) Effective July 1, 2019, an amount equivalent to (3%) salary increase with the distribution to be decided during negotiations. This distribution includes potential changes to salary and benefits.

b) Prior to the commencement of negotiations, a salary and benefit review committee will convene to determine Morongo Unified School District’s placement within mutually agreed upon comparable districts at different salary points. Comparable districts will be evaluated and chosen based on relevant geographic location and/or district characteristics (such as student population) and limited to a maximum of 10.

Section 2: Index
During the term of this Agreement, the salary schedule shall be indexed for each placement on Step and Range as set forth in Appendix C.

Section 3: Health and Welfare Benefits
a) Effective July 1, 2018, raise the health and welfare benefits cap to $14,750. As a condition of continued receipt of health and welfare benefits, bargaining unit employees shall pay any premium cost of health and welfare benefits in excess of the District’s monthly and annual maximum contributions on a tenthly basis through payroll deduction. Effective with open enrollment for insurance coverage for the insurance year, eligible bargaining unit employees may elect not to receive any District-paid benefits. Such an election must be for the entire health and welfare benefits package.

Section 4: Term of Insurance Coverage
Major medical insurance coverage becomes effective on the first (1st) day of the month following the first date of employment. All other insurance coverage becomes effective on October 1, or the first (1st) day of the month following the first (1st) date of employment of the contract year; whichever is later. All District-paid benefits for bargaining unit employees who resign or retire will cease at the end of the month in which they resign or retire.

Section 5: Co-Curricular
a) Comprehensive High School (9-12)
During the term of this Agreement, the District shall compensate bargaining unit employees involved in high school (9-12) co-curricular activities based upon the co-curricular schedule attached as Appendix F: 2. The co-curricular schedule for Step 1 shall be taken from the current Teachers’ Salary Schedule:

1) List I, Step 1 = 6.2% of Step 1, Range III of the Teachers’ Salary Schedule
2) List II, Step 2 = 7.4% of Step 1, Range III of the Teachers’ Salary Schedule
3) List III, Step 2 = 7.4% of Step 1, Range III of the Teachers’ Salary Schedule
(To be paid per semester or once per year at a rate equivalent to one semester’s compensation if staffing requirements necessitate the purchase of a preparation period to service additional students.)
Each additional Step shall be fifteen percent (15%) greater than the prior Step on the respective co-curricular list.
All coaching experience within the District, in any sport, shall count for advancement on the co-curricular schedule.

b) **Junior High/Middle School (7-8)**
During the terms of this Agreement, the District shall compensate bargaining unit employees involved in Junior High/Middle School (7-8) co-curricular activities based upon a stipend of $500.00 per semester per sanctioned activity as indicated on Appendix F: 1.

**Section 6: Stipends**
a) Bargaining unit employees possessing a verifiable Master's Degree shall receive an annual stipend of $1000.00.
b) Bargaining unit employees possessing a verifiable Doctorate Degree from an accredited institution shall receive an additional annual stipend of $750.
c) Bargaining unit employees possessing a verifiable National Board Certification shall receive an annual stipend of $200.00.
d) Bargaining unit employees assigned to teach in K-6 combination classes for an entire school year shall receive an annual stipend of $2,000.00. (Classes established prior to November 1 shall be assumed to be for the entire school year.)
e) Effective July 1, 2017, unit members serving in an assignment requiring a Special Education Credential who have a clear credential and complete at least 75% of the year, shall receive an annual stipend of $500 to be paid out in the last paycheck of the year.
f) All other discretionary stipends offered by a school site or the district, must have a specific job description and list of duties and/or assignments that must be completed and must not interfere with unit member’s teaching assignment. The position must be flown annually and monitored regularly by school site administration.
g) If the District decides to offer signing bonuses to potential bargaining unit members/new employees for any given school year, the District will work with the Association on a Memorandum of Understanding to clarify details of the bonus.

**Section 7: Certificated Work Year**
The certificated work year shall be one hundred eighty-four (184) workdays during the school year. New bargaining unit employees will report two (2) days prior to the first scheduled workday. This will become the date of hire for the new bargaining unit employees. On that date, the new bargaining unit employees will complete four (4) hours of employee orientation under the direction of the Assistant Superintendent, Human Resources, or designee. The new bargaining unit employee will be paid a stipend equal to four (4) hours at the certificated extra duty (CED) rate. The bargaining unit employee’s daily rate of pay for a regularly scheduled workday shall be 1/184 of the annual salary schedule placement for that bargaining unit employee.
The certificated work year for other certificated bargaining unit employees shall be that as noted above unless specified otherwise in other sections of this agreement (see Sections 12, 13, and 14).

**Section 8: Course Approval for Professional Growth**

a) Bargaining unit employees may earn professional growth units (thus earning movement on the salary schedule) through college or university units or through staff development units.

b) Course approval must be obtained prior to taking the course if the course is being utilized for salary schedule advancement. Course approval is to be obtained from both the site principal and the Assistant Superintendent, Human Resources. Course qualifications and requirements for approval can be found on the back of the certificated Professional Growth Form (see appendix D: 3). An appeal may be made to a waiver committee if either one of these individuals does not approve the request, Refer to Board of Education Regulations AR4113 (d, e); paragraph H, for other regulations regarding types of courses, applicability, and funding and administrative procedures.

**Section 9: Salary Schedule Movement or Denial**

a) All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their range or who receives an "unsatisfactory" evaluation or an evaluation in which the bargaining unit employee is not recommended for retention. A year of service is defined as 75% of the regularly scheduled work year that the unit member was in paid status. The expiration of this Agreement shall not affect continuation of this clause as a term and condition of employment. A bargaining unit employee adversely affected by this clause may file a grievance limited to the provisions of Article "L".

**Section 10: Department Chairpersons**

a) **High School Department Chairs:**

1) Each comprehensive high school will be assigned ten (10) Level I and five (5) Level II chair positions. Each continuation high school will be assigned five (5) Levels I chair positions. In addition, a school will receive an additional Level I chair position for each one hundred (100) students over one thousand (1000) students based on the prior year’s P-2 attendance report.

2) The Site Based Management Council will designate the chair positions at each school. They will be filled through a selection process by each department. If the chairperson is not performing the duties of the chairperson, the principal retains the right to remove a department chairperson and appoint a replacement, if desired, for the balance of the current school year.

3) The annual stipend for these positions will be:

- Level I: $405
- Level II: $705
The annual stipends will be divided equally and included in the next regular warrant issued after the conclusion of each semester.

4) In addition, each comprehensive high school will receive eight (8) special assignment periods per year. The Site Based Management Council will determine the use of these periods at each school for specific projects or programs. While there is no requirement that all of these be used each year, there is not accumulation from year to year. The funding for these periods will not be used in any other manner than that listed in this section.

5) Any department chairperson who has one of the special assignment periods for department-related business shall not receive the stipend listed above in part [a] (3) for the term(s) of the special assignment periods.

b) Junior High/Middle School Department Chairs:
The principal and the school leadership team shall determine the use of these positions. The positions will be filled through a selection process by each department. If the chairperson is not performing the duties of the chairperson, the principal retains the right to remove a department chairperson for the balance of the school year. The department shall then use its selection process to select a replacement.

Junior high/middle schools shall be allocated eight (8) chairperson positions. In addition, schools with an enrollment in excess of five hundred (500) students shall receive an additional position for each one hundred (100) students over the five hundred (500) base allotments. The annual stipend for the junior high/middle school chairperson shall be:

1) Chairperson of a group of 5 or fewer persons: $304

2) Chairperson of a group of 6 or more persons: $519

The annual stipends will be divided equally and included in the next regular warrant issued after the conclusion of each semester.

Section 11: Certificated Work Year – Other Employees (Counselors, Nurses, Librarians)

a) The certificated work year for high school counselors shall be two hundred and four (204) days. Said counselors will be reimbursed for the twenty (20) extra days at their daily rate of 1/184 of the applicable annual salary schedule placement.

b) The certificated work year for junior high/middle school counselors shall be two hundred (200) days. Said counselors will be reimbursed for the sixteen (16) extra days at their daily rate of 1/184 of the applicable annual salary schedule placement.

c) The certificated work year for librarians will be one hundred ninety-four (194) days. They will be reimbursed for the ten (10) extra days at their daily rate of 1/184 of the applicable annual salary schedule placement.

d) The certificated work year for school nurses will be one hundred ninety-two (192) days. They will be reimbursed for the eight (8) extra days at their daily rate of 1/184 of the
applicable annual salary schedule placement.
e) The above personnel may participate in the staff development days at the discretion of the administrator or they may perform their regular duties on these assigned days.
f) For any extra days which the above personnel are requested to work beyond those noted above, they would be reimbursed at their daily rate of 1/184 of the applicable annual salary schedule placement.

Section 12: Minimum Teacher Salary Schedule
Teachers who meet the following requirements will be eligible to receive the minimum teacher salary rate as described in Appendix D: 2.

a) Possess a baccalaureate or higher degree from an accredited institution.
b) Hold a valid California teaching credential, not including an emergency permit, an internship permit, or a waiver.

Section 13: Initial Placement on the Salary Schedule
a) Beginning with the 2019 – 2020 school year credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of ten (10) years. Acceptable experience must be within the past (14) years and must be verified by prior employer(s). Acceptable is defined as follows: Experience under contract in transitional kindergarten through twelfth grade service. This experience can be in private or public schools as long as the school is accredited, and the unit member in question held a valid credential at the time of the teaching experience. Service credit for not less than 75% of a school year shall be considered one (1) full year (see Appendix D: 4).
b) Prior teaching experience for initial placement is allowed if verified before the end of a period of ninety (90) calendar days which begins with the first day of the teaching assignment. This includes official college and university transcripts. When verification is unobtainable within this time period through no fault of the teacher, a written request for an extension of time may be filed with the Personnel Office.

Section 14: Early Retirement Option
At the Board of Education discretion, an early retirement program may be provided bargaining unit employees per Board of Education Policy 4117.13.

Section 15: Fringe Benefits for Retirees
Retired bargaining unit employees, as defined by applicable Board policy and Education Code sections, may participate in the District group insurance plan by remitting to the District the appropriate premiums as due. Bargaining unit employees who retire in the State Teachers Retirement System and/or Public Employees’ Retirement System (PERS) at the end of a school year will retain the fringe benefits through the end of the month in which they retire.

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ARTICLE T: CREDENTIALING
It is understood that proper certification for each position is a requirement for continued employment in Morongo Unified School District. Renewal requirements vary from individual to individual but may include such conditions as:

- 150 Professional Growth Hours
- Single Subject Assessments for Teachers (SSAT)
- Praxis II Series: Subject Assessments for Teachers (MSAT, CSET & the subject assessments)
- California Basic Educational Skills Test (CBEST)
- Student teaching in new areas

It is the intention of the Morongo Teachers Association and the Morongo Unified School District to assist certificated staff where possible. However, it is the responsibility of the individual bargaining unit employee to complete the necessary requirements in a timely manner.

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ARTICLE U: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection with the foregoing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interruption of the operations of the District by the Association or by its officers, agents, or employees during the term of this Agreement, including compliance with the requests of other labor organizations to engage in such activity.

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 bargaining unit employees to do so. In the event of a strike, work stoppage, slowdown, or other interruption of the operations of the District by bargaining unit employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those bargaining unit employees to cease such action.

It is agreed and understood that any bargaining unit employee violating this Article may be subject to discipline up to and including dismissal by the District.

It is understood that in the event the Association violates this Article, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement. In the event the Association violates this Article, the above constitutes a clear, specific waiver of its rights of bargaining unit employees it represents under Education Code Section 45060.

Neither the submission of the proposal, nor its expiration or violation, shall prejudice the District's legal position that the activities proscribed herein are or may be independent violations of the law notwithstanding this Article.

The parties also agree and understand that this Article shall be suspended if they fail to reach agreement on subjects reopened for negotiations after completing impasse procedures set forth in the Rodda Act, and either party give written notice to the other party of its intent to suspend this Article. The suspension of the Article is intended to remove contractual limitations and not as either an endorsement...
of either party’s activities, nor shall it constitute a limitation on either party’s right to contest those activities on grounds other than contract violation claims. The purpose of said suspension is to exclude the possibility that either party could seek an injunction or other relief based on this Article after it had been suspended. The Article will be reinstated upon agreement on subjects reopened for negotiations.

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ARTICLE V: COMPLETION OF MEET AND NEGOTIATION

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

This Article is not intended to relieve the District of its obligations to negotiate with the Association prior to changing any term or condition of employment within the scope of bargaining as described in Section 3543.2 of the Government Code.

The terms of this Agreement shall be held binding and in force, not regarding any future imposed wage increase ceilings.

The Morongo Teachers Association shall receive from Morongo Unified School District good and appropriate advance notice of its intent to reconfigure a school to year-round Education. If a reconfiguration is to occur, Morongo Teachers Association and Morongo Unified School District shall immediately meet to negotiate those items that affect unit employees’ work conditions.

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ARTICLE W: TERM

Section 1: Term of Agreement

Three (3) year term including July 1, 2018, through and including June 30, 2021. The parties agree that the contract may be reopened during the school years 2018-2021.

Section 2: Negotiations

This Agreement shall complete negotiations for the school year 2018-2019. For the school years 2019-2020, 2020-2021 either side may open Article S, Compensation and Benefits, plus two (2) additional articles.

This Agreement shall constitute the entire agreement of the parties, and any matter not discussed herein shall be considered withdrawn. The remainder of the collective bargaining agreement shall be unchanged. This Agreement shall be subject to ratification by both parties and shall not become final and binding until such ratification.

Meeting and negotiating on matters within the scope of representation shall take place in compliance with the public notice requirements contained in Government Code Section 3547.

The Morongo Unified School District and the Morongo Teachers Association may concurrently or
separately develop initial proposal(s) to be presented to the public. The initial proposal(s) shall be presented to the public at a Board of Education meeting on a date mutually agreed upon by the Morongo Unified School District and the Morongo Teachers Association.

For purposes of this contract, the term "initial proposal" shall mean a general description of the issues proposed to be negotiated. The general description shall be of sufficient clarity to apprise the public of the issues to be negotiated.

**Keith Reed**

*Keith Reed, Negotiations Chair*

**Michael Ghelber**

*Michael Ghelber, Assistant Superintendent*

Morongo Teachers' Association

Morongo Unified School District Representative

Board of Education Ratification 05/08/2018

* Original signatures on file in Human Resources
MORONGO UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL I

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

Employee Name ______________________________________ Work Location __________________________________________

Specific contract violation (cite Article and Section):
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

Statement of Grievance:
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

Remedy Requested:
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

_________________________________________   _________________________________________________
Date                                               Signature

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 -
_________________________________________________________________________________________________________
_________________________________________________________________________________________________________

_________________________________________   _________________________________________________
Date                                               Signature

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

DISTRIBUTION: Original (white), immediate supervisor; Copy #2 (canary), Immediate supervisor (return to grievant); Copy #3 (pink), Superintendent; Copy #4 (goldenrod), grievant’s file.
MORONGO UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL II

Appeal to Superintendent - All portions of this section must be completed by the grievant. Copy #2 of the Completed Grievance Form – Level I must be attached.

Article alleged to have been violated and remedy sought are as stated in Level I:

Reason for appeal:
__________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________

Date__________________________________________

Signature

Upon Completion of this section, grievant shall present original and copies #2 and #3 to the Superintendent. Copy #4 should be retained by the grievant.

Respondent’s Response :
__________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________________

Date__________________________________________

Signature

Upon completion of this section, the Superintendent shall retain original and forward copy #2 and copy #2 of the completed Grievance Form – Level I to the grievant, and copy #3 to the grievant’s immediate supervisor.

DISTRIBUTION: Original (white), Superintendent; Copy #2 (canary), Return to Grievant; Copy #3 (pink), Immediate Supervisor; Copy #4 (goldenrod), Grievant’s File.
MORONGO UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL III

Appeal to Board of Education -
This section must be completed by the grievant. Copy #2 of completed Grievance Forms – Level I and Level II must be attached, with decisions.

I hereby request that the grievance outlined on the attachments be reviewed by the Board of Education.

_________________________________________  _____________________________________________________
Date                                                   Signature

Upon completion of this section, grievant shall present original and copies #2 and #3, and all attachments to the Superintendent. Copy #4 should be retained by the grievant.

Board of Education Decision -

______________________________________________________________________________________________________

______________________________________________________________________________________________________

______________________________________________________________________________________________________

______________________________________________________________________________________________________

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______________________________________________________________________________________________________

______________________________________________________________________________________________________

______________________________________________________________________________________________________

Date                     Signature

Upon completion of this section, copy #2 will be presented to the grievant and copy #3 to the Superintendent’s file (who signed Level II). The original and all attachments shall be filed.

DISTRIBUTION: Original (white), Superintendent (for Board); Copy #2 (canary), Return to Grievant; Copy #3 (pink), Superintendent; Copy #4 (goldenrod), Grievant’s File.
MORONGO UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM – LEVEL IV

Request for Arbitration - This section must be completed by the grievant. Copy #2 of completed Grievance Forms, Steps I and II, must be attached.

I hereby request that an Arbitrator be secured to consider the grievance outlined on the attachments. My representative is:

____________________________________________________________________________________________________

Date ____________________________ Signature ____________________________

Upon completion of this section, grievant shall present original; copies #2, #3, and #4; and all attachments to the Superintendent. Copy #5 should be retained by the grievant.

____________________________________________________________________________________________________

Report of the Arbitrator - Signed copies of the Arbitrator’s decision shall be attached. Original shall be presented to the Superintendent, and copy #2 filed with the Superintendent. Copy #3 to the president of the Morongo Teachers Association (MTA)

Date of review by Arbitrator ____________________________

Date of submission of this report ____________________________

Arbitrator’s Review -

____________________________________________________________________________________________________

Date ____________________________ Signature ____________________________

Upon completion of this section, the Superintendent shall present the grievant with copy #2, retain copy #3, and send copy #4 to the Board of Education.

DISTRIBUTION: Original (white), Superintendent; Copy #2 (green), Return to Grievant; Copy #3 (canary), Morongo Teachers Association; Copy #4 (pink), Superintendent; Copy #5 (goldenrod), grievant’s file.
# MORONGO UNIFIED SCHOOL DISTRICT

## CLASS SIZE PROBLEM

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CLASS SIZE PROBLEM

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MORONGO UNIFIED SCHOOL DISTRICT
CLASS SIZE PROBLEM DISPOSITION

"FORMAT"

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TEACHER

___________________________________________
________________________________________
SITE                                TEACHING POSITION

SUPERINTENDENT'S RECOMMENDATION:

___________________________________________
SUPERINTENDENT

DATE (10 DAYS FROM DATE SUPERINTENDENT REVIEWS)
Appendix C: 1

### MORONGO UNIFIED SCHOOL DISTRICT
#### 2019-2019 PERCENTAGE SALARY SCHEDULE
##### 184 WORK DAYS

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**Doctorate's Degree Stipend:** $750  
**Master's Degree Stipend:** $100
Appendix C: 2

Doctorate’s Degree Stipend: $750
Master’s Degree Stipend: $1000
Appendix D: 1

MORONGO UNIFIED SCHOOL DISTRICT
2018-2019 TEACHERS' SALARY SCHEDULE
184 WORK DAYS
1.08% Compressed + 1.0% Salary Increase

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Doctorate's Degree Stipend: 750
Master's Degree Stipend: 1000
## Appendix D: 

### 2019-2020 Teachers' Salary Schedule

**184 Work Days**

3.0% Salary Increase

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### Doctoral Degree Stipend:

- 790

### Master's Degree Stipend:

- 1000

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- 61 -
Appendix D:

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Credit #</th>
<th>Level</th>
<th>Beginning Date</th>
<th>Ending Date</th>
</tr>
</thead>
</table>

Certified Professional Growth

[Signature]

[Name]

[School]

Current Assistant:

Educational Policy 4113

Authorization is required for approval of the following course for advancement on the salary schedule. Per Board of Education:

<table>
<thead>
<tr>
<th>Course Title</th>
<th>Credit #</th>
<th>Level</th>
<th>Beginning Date</th>
<th>Ending Date</th>
</tr>
</thead>
</table>

Date: [Signature]

Approved: [Signature]

Date: [Signature]

Approved: [Signature]
Course work submitted prior to July 1, 1992 and not approved at the time of submission will not be reviewed.

Grades will be determined satisfactory for this department.

College and university units for semester achievement must be submitted with a grade equivalent of a "C" or better. "Pass-Fail" courses must receive a "C" or higher. "Pass" grades for credit courses must have the credit converted to quality for advancement on the salary schedule. A "CR" or "Credit" will only be granted if official transcripts are received.

Course work must be completed prior to September 15 of the school year for which credit is requested. It is the responsibility of the employee to have formal approval.

2. Requirements for Approval:

The (7) semester unit minimum

Any lower division course approved for salary advancement credit prior to July 1, 1992, will stand but will not count toward

being given on the salary schedule at the present (60%) of the College/University limits.

This applies only to lower division units which is a maximum of (60) semester units toward total salary schedule.

Lower division units shall only be counted in writing.

4. Upper division or graduate level

1. Course Qualifications:

H. Professional Growth

Certified staff policy: Professional growth units (those earning movement on the salary schedule) through college or university units or

AR 4131.5

Norwalk Unified School District
NOTICE TO ALL NEW CERTIFICATED EMPLOYEES:

REQUIRED ITEMS AND DEADLINES
FOR INITIAL PLACEMENT ON THE SALARY SCHEDULE

1. IT IS EACH TEACHER'S RESPONSIBILITY TO PROVIDE THE PERSONNEL OFFICE WITH OFFICIAL TRANSCRIPTS COVERING ALL COLLEGE WORK REFLECTING A B.A. DEGREE, GRADUATE WORK BEYOND BACHELOR'S, AND TEACHING VERIFICATION.

   You will be paid at the MINIMUM salary rate until verification of experience and official transcripts are received in the Personnel Office.

   You are allowed ninety (90) calendar days, beginning with the first day of service, to submit all materials to be considered for original placement on the salary schedule.

   a. Materials to be considered for salary classification (placement on the salary schedule) must be submitted to the Personnel Office prior to the first day of any calendar month in order to be reclassified on the salary schedule the following month. After verifications and official transcripts are on file, the new salary rate will be adjusted and made retroactive to the first date of the teaching assignment, that is, up to ninety (90) calendar days from the first day of service.

   b. An official transcript is one bearing either the school seal and/or the registrar's signature and received in the Personnel Office in a sealed envelope from the institution.

2. THE FOLLOWING ITEMS ARE DUE WITHIN NINETY (90) CALENDAR DAYS AFTER SERVICE BEGINS:

   a. Official transcripts showing the B.A. and/or M.A. Degree and date and any graduate work taken after the degree date. You obtain these transcripts from the Registrar's Office of the college. Your graduate work must reflect a grade of "C" or better, "PASS", or "CREDIT" in order to count for salary placement. This work must have been completed prior to September 15 of the contract year involved. Only those graduate units taken after the degree date will be applicable for salary placement (Board Policy 4151.11).

   b. Verification of any previous teaching experience. These forms are obtained from our office, but sent by you to former superintendents or personnel offices, and then returned to us for filing.

3. EVALUATION OF CREDITS

   Units as referred to in the salary policy are semester units. Graduate level units are substantiated by the numbering system as defined in the college or university catalog or by a letter from an official of the college or university. A quarter unit equals two-thirds of a semester unit.

4. INITIAL PLACEMENT ON SALARY SCHEDULE

   a. Teaching: Up to ten (10) years appropriate experience may be accepted when verified. Acceptable experience must be within the past (14) years and must be verified by prior employer(s). (Appropriate is defined as follows: Experience under contract in transitional kindergarten through twelfth grade service. This experience can be in private or public schools as long as it is accredited.)

   b. Verification: Prior teaching experience for initial placement is allowed if verified before the end of a period of ninety (90) calendar days which begins with the first day of the teaching assignment. This includes official college and university transcripts. When verification is unobtainable within this time period through no fault of the teacher, a written request for an extension of time may be filed with the Personnel Office.

   You are allowed ninety (90) calendar days, beginning with the first day of service, to submit all materials to be considered for original placement on the salary schedule.

I have read and understand my responsibilities as referred to on this form.

Signature ___________________________ Date ______________

WHITE COPY: PERSONNEL SERVICES

YELLOW COPY: EMPLOYEE RETAIN

OCTOBER 2013

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CERTIFICATED EVALUATIONS

The six California Standards for the Teaching Profession upon which each evaluation is based are listed below.

A measurable goal is to be determined in each standard and recorded on the form Pre-Evaluation Goals. [Appendix E: 2] Hopefully, there will be mutual agreement on these goals. If not, refer to Article L, Section 2: b.3.

<table>
<thead>
<tr>
<th>CSTP STANDARD ONE: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</th>
<th>CSTP STANDARD TWO: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Using knowledge of students to engage them in learning</td>
<td>2.1 Promoting social development and responsibility within a caring community</td>
</tr>
<tr>
<td>1.2 Connecting learning to students’ prior knowledge, backgrounds,</td>
<td>2.2 Creating physical or virtual learning</td>
</tr>
<tr>
<td>life experiences, and interests</td>
<td>environments that promote student learning, reflect diversity, and encourage</td>
</tr>
<tr>
<td>1.3 Connecting subject matter to meaningful, real-life contexts</td>
<td>constructive and productive interactions among students</td>
</tr>
<tr>
<td>1.4 Using a variety of instructional strategies, resources, and</td>
<td>2.3 Establishing and maintaining learning</td>
</tr>
<tr>
<td>technologies to meet students’ diverse learning needs</td>
<td>environments that are physically,intellectually, and emotionally safe</td>
</tr>
<tr>
<td>1.5 Promoting critical thinking through inquiry, problem solving,</td>
<td>2.4 Creating a rigorous learning environment with high expectation</td>
</tr>
<tr>
<td>and reflection</td>
<td>2.5 Developing, communicating, and maintaining high standards for individual and</td>
</tr>
<tr>
<td>1.6 Monitoring student learning and adjusting instruction while</td>
<td>group behavior</td>
</tr>
<tr>
<td>teaching</td>
<td>2.6 Employing classroom routines, procedures, norms, and supports for positive</td>
</tr>
<tr>
<td></td>
<td>behavior to ensure a climate in which all students can learn</td>
</tr>
<tr>
<td></td>
<td>2.7 Using instructional time to optimize learning</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CSTP STANDARD THREE: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</th>
<th>CSTP STANDARD FOUR: PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Demonstrating knowledge of subject matter, academic content standards, and</td>
<td>4.1 Using knowledge of students' academic readiness, language proficiency, cultural</td>
</tr>
<tr>
<td>curriculum framework</td>
<td>background, and individual development to plan instruction</td>
</tr>
<tr>
<td>3.2 Applying knowledge of student development and proficiencies to ensure students</td>
<td>4.2 Establishing and articulating goals for student learning</td>
</tr>
<tr>
<td>understanding of the subject matter</td>
<td>4.3 Developing and sequencing long-term and short-term instructional plans to support</td>
</tr>
<tr>
<td>3.3 Organizing curriculum to facilitate student understanding of the subject matter</td>
<td>student learning</td>
</tr>
<tr>
<td>3.4 Utilizing instructional strategies that are appropriate to the subject matter</td>
<td>4.4 Planning instruction that incorporate appropriate strategies to meet the learning</td>
</tr>
<tr>
<td>3.5 Using and adapting resources, technologies, and standards aligned instructional</td>
<td>needs of all students</td>
</tr>
<tr>
<td>materials, including adopted materials, to make subject matter accessible to all</td>
<td>4.5 Adapting instructional plans and curricular materials to meet the assessed learning</td>
</tr>
<tr>
<td>students</td>
<td>needs of all students</td>
</tr>
<tr>
<td>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</td>
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</table>

<table>
<thead>
<tr>
<th>CSTP STANDARD FIVE: ASSESSING STUDENTS FOR LEARNING</th>
<th>CSTP STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1 Applying knowledge of the purpose, characteristics,</td>
<td>6.1 Reflecting on teaching practice in support of student</td>
</tr>
<tr>
<td>and uses of different types of assessments</td>
<td>learning</td>
</tr>
<tr>
<td>5.2 Collecting and analyzing assessment data from a</td>
<td>6.2 Establishing professional goals and engaging in</td>
</tr>
<tr>
<td>variety of sources to inform instruction</td>
<td>continuous and purposeful professional growth and</td>
</tr>
<tr>
<td>5.3 Reviewing data, both individually, and with</td>
<td>development</td>
</tr>
<tr>
<td>colleagues, to monitor student learning</td>
<td>6.3 Collaborating with colleagues and the broader</td>
</tr>
<tr>
<td>5.4 Using assessment data to establish learning goals</td>
<td>professional community to support teacher and student</td>
</tr>
<tr>
<td>and to plan differentiate, and modify instruction</td>
<td>learning</td>
</tr>
<tr>
<td>5.5 Involving all students in self-assessment, goal</td>
<td>6.4 Working with families to support student learning</td>
</tr>
<tr>
<td>setting, and monitoring progress</td>
<td>6.5 Engaging local communities in support of the</td>
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<tr>
<td>5.6 Using available technologies to assist in</td>
<td>instructional programs</td>
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<tr>
<td>assessment, analysis, and communication of student</td>
<td>6.6 Managing professional responsibilities to maintain</td>
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<tr>
<td>learning</td>
<td>motivation and commitment to all students</td>
</tr>
<tr>
<td>5.7 Using assessment information to share要及时 and</td>
<td>6.7 Demonstrating professional responsibility, integrity,</td>
</tr>
<tr>
<td>comprehensible feedback with students and their</td>
<td>and ethical conduct</td>
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<tr>
<td>families</td>
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</table>
PRE-EVALUATION GOALS

FORMAT*

Evaluatee: ___________________       Evaluator:___________________       Site:________________

Current Assignment:__________________________    Tenured ___    Probationary ___

ESTABLISH AT LEAST ONE MEASURABLE GOAL IN EACH AREA:

1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING.

2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING.

3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING.

4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS.

5. ASSESSING STUDENT LEARNING.

6. DEVELOPING AS A PROFESSIONAL EDUCATOR.

These goals and methods were:                Unilaterally set by administrator ______
                                        Mutually agreed upon ______

Proposed dates for observations:              ________________________________

Signatures: ___________________________  ____________________________
            Evaluator               Date              Evaluatee                Date

THIS SUMMARY WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE FIVE (5) DAYS TO RESPOND. YOUR RESPONSE WILL BE ATTACHED TO THIS SUMMARY FOR PLACEMENT IN YOUR PERSONNEL FILE.

*This is only a format. All of the elements must be present, but may be spread to accommodate spacing requirements of each person.
### Appendix E: 3 EVALUATION REPORT FORMAT*

<table>
<thead>
<tr>
<th>EVALUATEE</th>
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<td>School</td>
<td>EVALUATOR</td>
</tr>
<tr>
<td>Grade/Subject</td>
<td>Period Covered by This Evaluation</td>
</tr>
<tr>
<td>Dates of Conferences</td>
<td>Dates of Observations</td>
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<tr>
<td>Status of Unit Member: Temporary Probationary I Probationary II Permanent</td>
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</table>

1. **Satisfactory** - Meets Standards  
2. **Needs improvement**  
3. **Unsatisfactory** - Does not meet standards

#### STANDARD I - ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

<table>
<thead>
<tr>
<th></th>
<th>1</th>
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<tbody>
<tr>
<td>Using knowledge of students to engage them in learning</td>
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<tr>
<td>Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests</td>
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<tr>
<td>Connecting subject matter to meaningful, real-life contexts</td>
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<tr>
<td>Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs</td>
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<tr>
<td>Promoting critical thinking though inquiry, problem solving, and reflection</td>
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<td></td>
</tr>
<tr>
<td>Monitoring student learning and adjusting instruction while teaching</td>
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**STANDARD RATING**

#### STANDARD II - CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

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<tr>
<td>Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</td>
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<tr>
<td>Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</td>
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<tr>
<td>Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</td>
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<tr>
<td>Creating a rigorous learning environment with high expectations and appropriate support for all students</td>
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<tr>
<td>Developing, communicating, and maintaining high standards for individual and group behavior</td>
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<td>Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</td>
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<tr>
<td>Using instructional time to optimize learning</td>
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</tbody>
</table>

**STANDARD RATING**

#### STANDARD III - UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

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<tr>
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<tr>
<td>Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</td>
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<tr>
<td>Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</td>
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<td></td>
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<td>Organizing curriculum to facilitate student understanding of subject matter</td>
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<tr>
<td>Utilizing instructional strategies that are appropriate to the subject matter</td>
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</tbody>
</table>
- Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students

**STANDARD IV – PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

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</table>

- Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction
- Establishing and articulating goals for student learning
- Developing and sequencing long-term and short-term instructional plans to support student learning
- Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

**STANDARD V - ASSESSING STUDENT LEARNING**

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</tbody>
</table>

- Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- Collecting and analyzing assessment data from a variety of sources to inform instruction
- Reviewing data, both individually and with colleagues, to monitor student learning
- Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- Involving all students in self-assessment, goal setting, and monitoring progress
- Using available technologies to assist in assessment, analysis, and communication of student learning
- Using assessment information to share timely and comprehensible feedback with students and their families

**STANDARD VI - DEVELOPING AS A PROFESSIONAL EDUCATOR**

<table>
<thead>
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<tbody>
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</tbody>
</table>

- Reflecting on teaching practice in support of student learning
- Establishing professional goals and engaging in continuous and purposeful professional growth and development
- Collaborating with colleagues and the broader professional community to support teacher and student learning
- Working with families to support student learning
- Engaging local communities in support of the instructional program
- Managing professional responsibilities to maintain motivation and commitment to all students
- Demonstrating professional responsibility, integrity, and ethical conduct

**STANDARD RATING**
COMMENDATIONS:

RECOMMENDATIONS:

OVERALL RATING: ___ Satisfactory ___ Unsatisfactory

STATUS: ___ Recommended for retention ___ Not Recommended for retention ___ Recommended to PAR

___ Salary Step Increase Denied ___ Salary Step reinstated

Evaluator’s Signature __________ Date __________ Evaluatee’s Signature __________ Date

A signature on this appraisal form does not mean the evaluatee necessarily agrees with the opinions expressed, but merely indicates the evaluatee has read the analysis and has had an opportunity to discuss its contents.

The summary will be placed in your personnel file. You have five (5) days to respond. Your comments will be attached for placement in your personnel file.

Distribution: The original, when completed and signed, goes to Human Resources when the evaluation process is completed. A copy goes to the evaluatee and a copy to the site.

*This is only a format. All of the elements must be present, but may be spread to accommodate spacing requirements of each person.
Teacher: ______________________________________

Grade Level/Subject: ___________________________ Date/Time of Observation: ________________

I. Please state your lesson objective/standard.

II. Briefly outline the steps of your lesson, including any follow-up/assessment activities.

III. What prior learning has taken place related to the concept presented in your lesson?

IV. What material will be needed for this lesson?

V. How will you measure student progress toward your stated objective?

VI. Attached is a copy of the standards, which will be used to assess your teaching performance. Please circle any descriptors that apply to your lesson.
### CERTIFICATED OBSERVATION

**FORMAT**

<table>
<thead>
<tr>
<th>Teacher</th>
<th>Subject/Grade</th>
<th>Period</th>
<th>Date/Time</th>
</tr>
</thead>
</table>

1. **Satisfactory** - Meets Standards
2. **Needs Improvement**
3. **Unsatisfactory** - Does not meet standards

<table>
<thead>
<tr>
<th>STANDARD I - ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</th>
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<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Using knowledge of students to engage them in learning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests</td>
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<td></td>
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<tr>
<td>1.3 Connecting subject matter to meaningful, real-life contexts</td>
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<td>1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs</td>
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<tr>
<td>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</td>
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**COMMENTS:**

<table>
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<tr>
<th>STANDARD II- CREATING &amp; MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</th>
<th>1</th>
<th>2</th>
<th>3</th>
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<td>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</td>
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<td>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</td>
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<td>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</td>
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<td>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</td>
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<td>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</td>
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<td>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</td>
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<tr>
<td>2.7 Using instructional time to optimize learning</td>
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**COMMENTS:**

<table>
<thead>
<tr>
<th>STANDARD III- UNDERSTANDING &amp; ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</th>
<th>1</th>
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<tbody>
<tr>
<td>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</td>
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<td>3.2 Applying knowledge to ensure student understanding of subject matter</td>
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<td>3.3 Organizing curriculum to facilitate student understanding of the subject matter</td>
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<td>3.4 Utilizing instructional strategies that are appropriate to the subject matter</td>
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<tr>
<td>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</td>
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<td>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</td>
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</table>

**COMMENTS**
STANDARD IV- PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

COMMENTS:

---

STANDARD V- Assessing Student Learning

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
5.3 Reviewing data, both individually and with colleagues, to monitor student learning
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
5.5 Involving all students in self-assessment, goal setting, and monitoring progress
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
5.7 Using assessment information to share timely and comprehensible feedback with students and their families

COMMENTS:

---

OVERALL RATING: Satisfactory_____ Un satisfactory_______

NAME OF EVALUATOR______________________________________________

Date of post observation conference, if held _______________________

SIGNATURES: ___________________________ DATE _______________________

A signature on this appraisal form does not mean the evaluatee necessarily agrees with the opinions expressed, but merely indicates the evaluatee has read the analysis and has had an opportunity to discuss its contents.

The summary will be placed in your personnel file. You have five (5) days to respond. Your comments will be attached for placement in your personnel file.
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Appendix E: 6

(Independent Study)
Goals

Evaluatee: ________________________ Evaluator: __________________ Site: __________
Current Assignment: ___________________________ Tenured: _______ Probationary: ______

Establish at least one measurable goal in each area:

1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

5. ASSESSING STUDENT LEARNING

6. DEVELOPING AS A PROFESSIONAL EDUCATOR

These goals and methods were: Unilaterally set by administrator ________
Mutually Agreed upon ________

Proposed Dates for observations: __________________________
Signatures: __________________________________________
Evaluator Date Evaluatee Date

This summary will be placed in your personnel file. You have five (5) days to respond. Your response will be attached to this summary for placement in your personnel file.

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Appendix E: 7

EVALUATION REPORT
(Independent Study)

EVALUATEE ___________________________ DATE __________________
Site _________________________________ EVALUATOR ____________________
Grade/Subject __________________________ Period Covered by this Evaluation __________
Dates of Conferences _________________ Dates of Observations ________________
Status: Temporary _____ Probationary I _____ Probationary II _____ Permanent _____

1. Satisfactory - Meets Standards
2. Needs Improvement
3. Unsatisfactory - Does not meet Standards

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<tr>
<th>STANDARD I - ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</th>
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<th>3</th>
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<tbody>
<tr>
<td>1.1 Using knowledge of students to engage them in learning</td>
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<tr>
<td>1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests</td>
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<td>1.3 Connecting subject matter to meaningful, real-life contexts</td>
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<td>1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs</td>
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<td>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</td>
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**COMMENTS:**

**Overall Rating:** Satisfactory _________ Unsatisfactory _________

**Name of Evaluator:** ____________________________

**Date of Post Observation conference, if held:** __________

**SIGNATURES:**

_____________________________ _______  _______________________________ ________

EVALUATOR DATE EVALUATEE DATE

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REMEDICATION PLAN

EVALUATEE: _____________________________   DATE: ________________________________
EVALUATOR: ______________________________
SITE: _____________________________   SUBJECT/GRADE: ________________________________

I. SPECIFIC RECOMMENDATIONS FOR IMPROVEMENT:

II. DIRECT ASSISTANCE TO IMPLEMENT RECOMMENDATIONS:

III. FOLLOW-UP OBSERVATION (S)   DATES:

SIGNATURES:

EVALUATOR DATE EVALUATEE DATE

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## Appendix E: 9

**COMMENDATION REPORT**
**CERTIFICATED**
**FORMAT**

<table>
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<tr>
<th>Unit Member</th>
<th>Site</th>
<th>Date</th>
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<tr>
<th>Administrator</th>
<th>Site</th>
<th>Date</th>
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**COMMENDATIONS:**

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<tr>
<th>Evaluator</th>
<th>Date</th>
<th>Evaluatee</th>
<th>Date</th>
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Distribution: District Personnel File, Evaluatee, and Site Administrator

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EVALUATION FLOW CHART

TENURED

By October 1:
- EVALUATOR NOTIFICATION

By November 1:
- PRE-EVALUATION
- OBSERVATIONS
  1    2    3
  At least 2 if previous evaluation satisfactory

By March 30:
- EVALUATION

  - Satisfactory

  COMPLETION OF EVALUATION PROCESS

  By 30 calendar days before end of school

- SECOND EVALUATION

  - Satisfactory

  REMEDIATION PLAN

  Not satisfactory

  NO ADVANCEMENT ON SALARY SCHEDULE

  EVALUATION AGAIN NEXT SCHOOL YEAR

  REFERRED TO PAR

  Not satisfactory

  PROCESS CONTINUES

*IF THERE IS AN ASSIGNMENT OR SITE CHANGE, THERE MAY BE AN EVALUATION THAT YEAR
EVALUATION FLOW CHART

PROBATIONARY I

By October 1:

EVALUATOR NOTIFICATION

By November 1:

PRE-EVALUATION

OBSERVATIONS

1 2 3 (MINIMUM)

By January 15:

EVALUATION

- Not satisfactory

REMEDICATION PLAN

PROBLEM ARISES

- Satisfactory

- Yes

SECOND EVALUATION

By March 1:

- Not Satisfactory

PROGRESS TO PROBATIONARY II

By May 30:

NOT RE-ELECTED TO RETURN TO DISTRICT Ed. Code 44929.21 by March 15.
EVALUATION FLOW CHART

PROBATIONARY II

By October 1:

EVALUATOR NOTIFICATION

By November 1:

PRE-EVALUATION

OBSERVATIONS

1  2  3 (MINIMUM)

By January 15:

EVALUATION

- Not satisfactory
  → REMEDIATION PLAN

- Satisfactory

By March 1:

SECOND EVALUATION

- Satisfactory
  → PROGRESS TO PERMANENT STATUS

- Not Satisfactory
  → NOT RE-ELECTED TO RETURN TO DISTRICT Ed. Code 44929.21 by March 15.

[ 82 ]
The six components upon which each evaluation is based are listed below. A measurable goal is to be determined in each component and recorded on form Pre-Evaluation Goals [Appendix E: 12]. Hopefully, these goals will be mutually agreed upon. If not, refer to Article L, Section 2: b.3.

<table>
<thead>
<tr>
<th>Engaging and Supporting All Students In Learning</th>
<th>Creating and Maintaining Effective Environments</th>
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<tbody>
<tr>
<td>- Connecting students' prior knowledge, life experience, and interests with learning goals.</td>
<td>- Establishing a climate that promotes fairness and respect.</td>
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<tr>
<td>- Using a variety of strategies and resources to respond to students' diverse needs.</td>
<td>- Promoting social development and group responsibility.</td>
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<tr>
<td>- Facilitating experiences that promote autonomy, interaction, and choice.</td>
<td>- Establishing and maintaining standards for student behavior.</td>
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<thead>
<tr>
<th>Understanding and Organizing</th>
<th>Planning and Designing in the Service Area</th>
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<tbody>
<tr>
<td>- Demonstrating knowledge of service area.</td>
<td>- Establishing and articulating goals for student benefit.</td>
</tr>
<tr>
<td>- Developing student understanding.</td>
<td>- Designing short-term and long-term plans to benefit students.</td>
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<tr>
<td>- Using materials, resources, and technologies to enhance student development.</td>
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<tr>
<th>Communications</th>
<th>Developing as a Professional</th>
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<tbody>
<tr>
<td>- Establish communication links for all responsibility areas in service area.</td>
<td>- Reflecting on professional practice and planning professional development.</td>
</tr>
<tr>
<td>- Involving and guiding individuals within the scope of responsibility in the service area.</td>
<td>- Establishing professional goals and pursuing opportunities to grow professionally.</td>
</tr>
<tr>
<td>- Communicating with students, families, and other audiences.</td>
<td>- Working with communities to improve professional practice.</td>
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<tr>
<td></td>
<td>- Working with families to improve professional practice.</td>
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<tr>
<td></td>
<td>- Working with colleagues to improve professional practice.</td>
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Appendix E: 14

PRE-EVALUATION GOALS  
(Non-teaching)

FORMAT*

Evaluatee: ___________________  Evaluator: ___________________  Site: _____________
Current Assignment: ___________________  Tenured ____  Probationary ______

Establish at least one measurable goal in each area:

1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING.

2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS.

3. UNDERSTANDING AND ORGANIZING.

4. PLANNING AND DESIGNING IN THE SERVICE AREA.

5. COMMUNICATIONS.

6. DEVELOPING AS A PROFESSIONAL.

These goals and methods were:  
Unilaterally set by administrator _____  
Mutually agreed upon ______

Proposed dates for observations:  ________________________________________

Signatures:  ____________________________________  __________  
Evaluator  Date  Evaluatee  Date

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### EVALUATION REPORT
(Non-teaching)

**FORMAT**

EVALUATEE _________________________________ Date ________________________

School ___________________________ EVALUATOR _______________________________

Grade/Subject ______________________ Period Covered by this Evaluation ______________________

Dates of Conferences __________________ Dates of Observations ______________________

Status: _____ Temporary _____ Probationary I _____ Probationary II _____ Permanent

1. **Satisfactory** - Meets Standards  2. **Needs improvement**  3. **Unsatisfactory** - Does not meet standards

<table>
<thead>
<tr>
<th>STANDARD I - ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</th>
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<tr>
<td>• Connecting students’ prior knowledge, life experience, and interests with learning goals</td>
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<td>• Facilitating experiences that promote autonomy, interaction, and choice</td>
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<td>• Establishing a climate that promotes fairness and respect</td>
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<td>• Promoting social development and group responsibility</td>
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<tr>
<td>• Demonstrating knowledge of service area.</td>
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<td>6 Establishing communication links for all responsibilities in service area.</td>
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<td>• Involving and guiding individuals within the scope of responsibility in the service area.</td>
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<tr>
<td>• Communicating with students/families/others</td>
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<td>• Reflecting on professional practice and planning professional development</td>
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<td>• Working with colleagues to improve professional practice</td>
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<td>• Balancing professional responsibilities and maintaining motivation</td>
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<td></td>
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</tr>
</tbody>
</table>
COMMENDATIONS:

RECOMMENDATIONS:

OVERALL RATING:  ___Meets Standards  ___Does Not Meet Standards

STATUS:  ____Recommended for Retention  ____Not Recommended for Retention
  ____Salary Step Increase Denied  ____Salary Step Reinstated

Evaluator's Signature  Date  Evaluatee's Signature  Date

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CERTIFICATED OBSERVATION
(Non-teaching)

FORMAT*

First___ Second___ Third___

Evaluatee ___________________________ Service Area ___________________________ Date/Time ___________________________


STANDARD I - ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- Connecting students’ prior knowledge, life experience, and interests with learning goals
- Using a variety of strategies and resources to respond to students’ diverse needs
- Facilitating experiences that promote autonomy, interaction, and choice

COMMENTS:

STANDARD II- CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS

- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior

COMMENTS:

STANDARD III- UNDERSTANDING AND ORGANIZING

- Demonstrating knowledge of service area
- Developing student understanding
- Using materials, resources and technologies to enhance student development

COMMENTS:

STANDARD IV- Planning Instruction and Designing in the service area

- Establishing and articulating goals for student benefit
- Designing short-term and long-term plans to benefit students

COMMENTS:

STANDARD V- COMMUNICATIONS

- Establishing and communicating for all responsibilities in service area
- Communicating with students, families, and other audiences
- Involving and guiding individuals within the scope of responsibility in the service area

COMMENTS:

OVERALL RATING: SATISFACTORY_______ UNSATISFACTORY_______

NAME OF EVALUATOR_________________________________
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REMEDIATION PLAN
(Non-teaching)
FORMAT*

EVALUATEE: ____________________________ DATE: ____________________________
EVALUATOR: ____________________________
SITE: _________________________________ SERVICE AREA: _____________________

I. SPECIFIC RECOMMENDATIONS FOR IMPROVEMENT:

II. DIRECT ASSISTANCE TO IMPLEMENT RECOMMENDATIONS:

III. FOLLOW-UP OBSERVATION (S) DATES: ____________________________

SIGNATURES: EVALUATOR DATE EVALUATEE DATE

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INCIDENT REPORT
CERTIFICATED
FORMAT*

__________________________  ____________________
Unit Member                                      Date of Report

__________________________  ____________________
Administrator  Site or Location

Description of unsatisfactory behavior: (Include details such as time, place, date, etc.)

Specific suggestions for improvement of unsatisfactory behavior:

Employee Comments:

__________________________  ____________________  ____________________  ____________________
Unit Member  Date  Administrator  Date

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Distribution: District Personnel File, Evaluatee, Site Administrator

*This is only a format. All of the elements must be present, but they may be spread to accommodate spacing requirements of each comment.
Pre-Evaluation Goals
Counselor Format

Evaluatee: _______________ Evaluator: _______________ Site: __________

Current Assignment: _______________ Tenured ____ Probationary ___

Establish at least one measurable goal in each area:

1. ACADEMIC DEVELOPMENT
2. CAREER DEVELOPMENT
3. PERSONAL/SOCIAL DEVELOPMENT
4. PROFESSIONAL WORK HABITS
5. PROFESSIONAL DEVELOPMENT

These goals were: ______unilaterally set by the administrator ______mutually agreed upon

Proposed dates for observations: ____________________

Signatures: __________________________

Evaluator Date Evaluatee Date

This summary will be placed in your personnel file. You have (5) days to respond. Your response will be attached to this summary for placement in your personnel file.
PRE-EVALUATION CONFERENCE NOTIFICATION
COUNSELOR
FORMAT

Date: ___________________________ Name: _____________________________

Evaluator: _______________ Site: _________ Current Assignment ______________
Permanent_______ Probationary I ________ Probationary II ________ Other ________

In accordance with Article L of the negotiated contract, this document serves as your notice of evaluation for the ____________ school year. The following criteria of effective strategies and techniques and strategies for improvement/growth will be used as a basis for your evaluation:

I. Academic Development
II. Career Development
III. Personal/Social Development
IV. Professional Work Habits
V. Professional Development
VI. Establish rapport and maintain a timely communication with students, parents, staff, and administrators on the status of assigned students

Your evaluator will be: ____________________________________________________

My signature below acknowledges that I attended the pre-evaluation meeting within the first ________ days of the school year (or of my assignment to this work location) and was provided the following information:

1. A copy of Article L along with an opportunity to review the Article and ask questions
2. An overview of the evaluation criteria
3. A Goals Assistance Sheet

Signatures: __________________________   _____     __________________    ______
Evaluator       Date       Evaluatee                         Date

This summary will be placed in your personnel file. You have five (5) days to respond. Your response will be attached to this summary for placement in your personnel file.
### OBSERVATION REPORT
#### COUNSELOR FORMAT

First _____  Second _____  Third _____

NAME _________________________________         DATE/TIME ______________________

SCHOOL___________________________         EVALUATOR__________________________


<table>
<thead>
<tr>
<th>I. ACADEMIC DEVELOPMENT</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Analyzes data and recommends the appropriate placement of students</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 Monitors progress toward graduation requirements and A-G college admission requirements through the four-year plan process.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.3 Recommends appropriate interventions for students at risk of not meeting graduation requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4 Monitor progress toward 8th grade promotion</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II. CAREER DEVELOPMENT</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 Disseminates career information, including post-secondary (college) and career opportunities</td>
<td></td>
<td></td>
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<tr>
<td>2.2 Coordinates course selection in relation to established career pathways</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2.3 Assists students with college admission activities and timelines when necessary</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>III. PERSONAL/SOCIAL DEVELOPMENT</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Promote positive attendance of students who have demonstrated patterns of poor attendance</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.2 Promote positive discipline of students who have demonstrated patterns of negative behavior</td>
<td></td>
<td></td>
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<tr>
<td>3.3 Provide students with relevant and appropriate guidance</td>
<td></td>
<td></td>
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<tr>
<td>3.4 Facilitates effective parental involvement in school-related matters</td>
<td></td>
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<tr>
<td>3.5 Participates in crisis response</td>
<td></td>
<td></td>
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<tr>
<td>3.6 Provides information regarding support services in the school, district and community and makes appropriate referrals</td>
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<tr>
<td>3.7 Provides appropriate individual, small group, and large group counseling</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL WORK HABITS</td>
<td>Standard Rating</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>--------------------------</td>
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</tr>
<tr>
<td>5.1 Establishes a rapport and maintains timely communication with students, parents, staff, and administrators on the status of assigned students</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>IV.</strong> 5.2 Works with community to improve professional practice</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3 Works with families to improve professional practice</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Overall Rating</th>
<th>Satisfactory</th>
<th>Unsatisfactory</th>
</tr>
</thead>
</table>

Evaluator’s Signature | Date | Evaluatee’s Signature | Date |

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**EVALUATION REPORT**  
**COUNSELOR**

**NAME _________________________________**  
**DATE _____________________**

**School___________________________**  
**EVALUATOR______________________**

**Dates of conferences___________________________**

**Status:**  
Probationary I _____  
Probationary II _____  
Permanent _____  
Other _____  

**1. Satisfactory - Meets Standards**  
**2. Needs improvement**  
**3. Unsatisfactory - Does not meet standards**

### V. ACADEMIC DEVELOPMENT

<table>
<thead>
<tr>
<th></th>
<th>1.</th>
<th>2</th>
<th>3</th>
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</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Analyzes data and recommends the appropriate placement of students</td>
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<td>1.2</td>
<td>Monitors progress toward graduation requirements and A-G college admission requirements through the four-year plan process.</td>
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<td>1.3</td>
<td>Recommends appropriate interventions for students at risk of not meeting graduation requirements</td>
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<td>1.4</td>
<td>Monitor progress toward 8th grade promotion</td>
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</table>

**Standard Rating**

### VI. CAREER DEVELOPMENT

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
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</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Disseminates career information, including post-secondary (college) and career opportunities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Coordinates course selection in relation to established career pathways</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Assists students with college admission activities and timelines when necessary</td>
<td></td>
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</tbody>
</table>

**Establishing and maintaining standards for student behavior**

**Standard Rating**

### VII. PERSONAL/SOCIAL DEVELOPMENT

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Promote positive attendance of students who have demonstrated patterns of poor attendance</td>
<td></td>
<td></td>
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<tr>
<td>3.2</td>
<td>Promote positive discipline of students who have demonstrated patterns of negative behavior</td>
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<td>3.3</td>
<td>Provide students with relevant and appropriate guidance</td>
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<td>Facilitates effective parental involvement in school-related matters</td>
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<td>3.5</td>
<td>Participates in crisis response</td>
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<td>3.6</td>
<td>Provides information regarding support services in the school, district and community and makes appropriate referrals</td>
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<td></td>
</tr>
<tr>
<td>3.7</td>
<td>Provides appropriate individual, small group, and large group counseling</td>
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</table>

**Standard Rating**

### VIII. PROFESSIONAL WORK HABITS

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
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<tbody>
<tr>
<td>5.1</td>
<td>Establishes a rapport and maintains timely communication with students, parents, staff, and administrators on the status of assigned students</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td>Works with community to improve professional practice</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td>Works with families to improve professional practice</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Standard Rating**

### IX. PROFESSIONAL DEVELOPMENT

<table>
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<th>1</th>
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</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Reflects on counseling practices and planning professional development</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Establishes professional goals and pursues opportunities to grow professionally</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Works with colleagues to improve professional practices</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Standard Rating**
Commendations:

Recommendations

Overall Rating

Satisfactory

Unsatisfactory

STATUS:

____Recommended for retention

____Not Recommended for retention

____Recommended to PAR

____Salary Step Increase Denied

____Salary Step reinstated

Evaluator's Signature

Date

Evaluatee's Signature

Date

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## THE CALIFORNIA STANDARDS FOR THE SCHOOL COUNSELING PROFESSION

<table>
<thead>
<tr>
<th>STANDARD I</th>
<th>STANDARD 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENGAGE: ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING</td>
<td>COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES</td>
</tr>
<tr>
<td>School counselors engage all students in a system of support programs, services, and activities and opportunities to ensure their learning and academic success. School counselors assess the learning and academic needs of all students and develop interventions to address those needs. School counselors identify problems that impede learning at the earliest stages and implement strategies to address these problems. School counselors advocate for and support student achievement by promoting student motivation, positive interaction, and educational choice.</td>
<td>School counselors collaborate and coordinate with school staff, parents, local community agencies, municipalities, businesses, and service organizations to facilitate student development and ensure student success in school and in life. As student advocates, school counselors develop effective working teams with school staff, parents, and community members to eliminate personal, social, and institutional barriers to academic development.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD 2</th>
<th>STANDARD 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS</td>
<td>PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS</td>
</tr>
<tr>
<td>School counselors utilize systems and organizational skills to design, plan, and implement student-support programs to benefit all students. School counselors apply multiple approaches to assess program outcomes and then use evaluation data for continuous improvement. School counselors employ accepted guidance models and current research findings to ensure effective leadership and accountability for program outcomes.</td>
<td>School counselors actively participate in systematic planning for school safety that includes school climate and crisis response plans. School counselors address elements of prevention, intervention, and treatment and contribute to establishing and maintaining a positive, safe, and secure school environment. School counselors develop and implement programs that reduce the incidence of school-site verbal, psychological, and physical intimidation and violence. School counselors provide support to witnesses and victims of violence and promote responsible behavior by the perpetrators of violence.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD 3</th>
<th>STANDARD 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT</td>
<td>DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR</td>
</tr>
<tr>
<td>School counselors assess and evaluate student attributes, behavior, and achievement using a variety of resources and methods. School counselors gather information to facilitate data-based decisions that promote student academic, career, personal, and social development. School counselors interpret and use data to work with individual students and their parents/guardians to develop plans for educational and personal success.</td>
<td>School counselors evaluate their professional contributions and actively engage in planning their professional development. School counselors establish professional goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. School counselors follow professional codes of ethics and legal mandates while maintaining current knowledge of laws affecting the delivery of student services. School counselors contribute to school activities, promote school goals, and continually improve professional practice.</td>
</tr>
</tbody>
</table>
Pre-Evaluation Goals
School Nurse
Format

Evaluatee: ___________ Evaluator: ______________ Site: _____

Current Assignment: _____ Tenured _______ Probationary ________

Establish at least one measurable goal in each area:

1. QUALITY OF CARE
2. COLLEGIALITY
3. ETHICS
4. COLLABORATION
5. RESOURCE UTILIZATION
6. COMMUNICATION
7. HEALTH EDUCATION

These goals and methods were: _____ Unilaterally set by administrator _____ Mutually agreed upon

Proposed dates for observations: ____________________________________________________________

Signatures: ____________________ Date__________________ ____________________ Date

Evaluator Evaluatee

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requirements of each person.
THE CALIFORNIA STANDARDS FOR THE SCHOOL NURSE PROFESSION

The six components upon which each evaluation is based are listed. A measurable goal is to be determined in each component and recorded on Appendix E: 12. Hopefully, these goals will be mutually agreed upon. If not, refer to Article L, Section 2: b.3.

<table>
<thead>
<tr>
<th>Engaging and Supporting All Students In Learning</th>
<th>Creating and Maintaining Effective Environments</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Connecting students’ prior knowledge, life experience, and interests with learning goals.</td>
<td>• Establishing a climate that promotes fairness and respect.</td>
</tr>
<tr>
<td>• Using a variety of strategies and resources to respond to students’ diverse needs.</td>
<td>• Promoting social development and group responsibility.</td>
</tr>
<tr>
<td>• Facilitating experiences that promote autonomy, interaction, and choice.</td>
<td>• Establishing and maintaining standards for student behavior.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Understanding and Organizing</th>
<th>Planning and Designing in the Service Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Demonstrating knowledge of service area.</td>
<td>• Establishing and articulating goals for student benefit.</td>
</tr>
<tr>
<td>• Developing student understanding.</td>
<td>• Designing short-term and long-term plans to benefit students.</td>
</tr>
<tr>
<td>• Using materials, resources, and technologies to enhance student development.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Communications</th>
<th>Developing as a Professional</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Establish communication links for all responsibility areas in service area.</td>
<td>• Reflecting on professional practice and planning professional development.</td>
</tr>
<tr>
<td>• Involving and guiding individuals within the scope of responsibility in the service area.</td>
<td>• Establishing professional goals and pursuing opportunities to grow professionally.</td>
</tr>
<tr>
<td>• Communicating with students, families, and other audiences.</td>
<td>• Working with communities to improve professional practice.</td>
</tr>
</tbody>
</table>

[[- 99 -]]
Appendix E: 26

OBSERVATION REPORT - SCHOOL NURSE

NAME: _____________________________________________________             DATE __________

EVALUATOR: _______________________ LOCATION(S)/SITE(S) SERVED: __________________

First _____ Second _____ Third _____

1. **Satisfactory** - Meets Standards  2. **Needs improvement**  3. **Unsatisfactory** - Does not meet standards

<table>
<thead>
<tr>
<th>STANDARD I – QUALITY OF CARE – The school nurse systematically evaluates the quality and effectiveness of school nursing practices</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Participates in quality assurance activities as related to individual nurse’s assigned population</td>
<td></td>
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<tr>
<td>• Cooperates with health care partners to maintain quality assurance related to documentation where appropriate</td>
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<tr>
<td>• Provides meaningful written program objectives including behavior plans, modified student outcomes, and classroom accommodations</td>
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<tr>
<td>• Collects data when requested to monitor quality and effectiveness of school health care</td>
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</tr>
<tr>
<td>• Uses a process of evaluation/research to test quality and effectiveness of school health services</td>
<td></td>
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<tr>
<td>• Formulates recommendations to improve personal or District school nursing practice and/or client outcomes</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>• Develops District policies, procedures and practice guidelines to improve quality of care</td>
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<tr>
<td>• Uses quality assurance results to initiate changes in school nursing practice and school health services; as appropriate</td>
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<tr>
<td>• Strives to continuously improve the quality and effectiveness of school health services</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STANDARD II – COLLEGIALITY – The school nurse interacts with, and contributes to the professional development of peers and school personnel as colleagues</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Shares knowledge and skills with nursing and interdisciplinary colleagues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provides peers with constructive feedback regarding their practice</td>
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</tr>
<tr>
<td>• Interacts with nursing, interdisciplinary colleagues and partner agency staff to enhance professional practice and the health care of students</td>
<td></td>
<td></td>
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<tr>
<td>• Contributes to a supportive and healthy work environment</td>
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- Provides developmentally appropriate formal health instruction within the classroom based on sound learning theory
- Provides individual and group health teaching/counseling with students and staff
- Acts as a resource person to school staff regarding health education
- Furthers the application of health promotion principles within all areas of school life, e.g., food service, custodial, etc.
- Promotes self-care and safety through the education of staff regarding their own health and that of their students

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<th>UNSATISFACTORY</th>
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Evaluator's Signature  Date  Evaluatee's Signature  Date

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## EVALUATION REPORT
### SCHOOL NURSE FORMAT

**NAME:** __________________________________________________________             **DATE _____**

**EVALUATOR:** ________________________________ **LOCATION(S)/SITE(S) SERVED:** ________

**Period Covered by Evaluation:** ___________ **Dates Conferences/Observations:** ___________________

**Status:** _____ Temporary _____ Probationary I _____ Probationary II _____ Permanent


### STANDARD I – QUALITY OF CARE – The school nurse systematically evaluates the quality and effectiveness of school nursing practices

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<td>•</td>
<td>Participates in quality assurance activities as related to individual nurse’s assigned population</td>
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<td>•</td>
<td>Cooperates with health care partners to maintain quality assurance related to documentation where appropriate</td>
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<td>•</td>
<td>Provides meaningful written program objectives including behavior plans, modified student outcomes, and classroom accommodations</td>
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<td>•</td>
<td>Collects data when requested to monitor quality and effectiveness of school health care</td>
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<td>•</td>
<td>Uses a process of evaluation/research to test quality and effectiveness of school health services</td>
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<td>•</td>
<td>Formulates recommendations to improve personal or District school nursing practice and/or client outcomes</td>
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<td>•</td>
<td>Develops District policies, procedures and practice guidelines to improve quality of care</td>
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<td>•</td>
<td>Uses quality assurance results to initiate changes in school nursing practice and school health services; as appropriate</td>
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<td>•</td>
<td>Strives to continuously improve the quality and effectiveness of school health services</td>
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**Standard Rating**

### STANDARD II- COLLEGIALITY – The school nurse interacts with, and contributes to the professional development of peers and school personnel as colleagues

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<tr>
<td>•</td>
<td>Shares knowledge and skills with nursing and interdisciplinary colleagues</td>
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<td>•</td>
<td>Provides peers with constructive feedback regarding their practice</td>
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<tr>
<td>•</td>
<td>Interacts with nursing, interdisciplinary colleagues and partner agency staff to enhance professional practice and the health care of students</td>
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<td>•</td>
<td>Contributes to a supportive and healthy work environment</td>
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<td>•</td>
<td>Participates in appropriate professional organizations through membership and/or leadership capability</td>
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**Standard Rating**

### STANDARD III- ETHICS – The school nurse’s decisions and actions on behalf of patients are determined in an ethical manner

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[‑ 103‑]
- Is guided by the Code for Nurses (ANA), Code of Ethics with Interpretive Statement for School Nurses (NASN) and appropriate state nurse practice acts
- Delivers care and manages programs in a nonjudgmental and nondiscriminatory manner that is sensitive to student diversity in the school community
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- Seeks available resources to formulate ethical decisions
- Acts as a client advocate

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**STANDARD IV - Collaboration** – The school nurse collaborates with the student, family, school staff, community, and other providers in providing client care.

1. Communicates clearly both verbally and in writing with the student, family, school staff, school-based and school-linked, private and community agency providers regarding client care and nursing’s role in the provision of care.
2. Collaborates with the student, family, school staff, school-based, school-linked, private and community agency providers in the formulation of overall goals, timelines, nursing care plans and case management decisions related to the delivery of services.
3. Assists students to provide developmentally appropriate self-care.
4. Consults with and utilizes the expertise and services of school-based, school-linked, private and community agency health and mental health care providers for client care, as needed.
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**STANDARD V - Resource Utilization** – The school nurse considers factors related to safety, effectiveness, and cost in planning and delivering patient care.

1. Evaluates factors related to safety, effectiveness, availability and cost when choosing between two or more practice options that would result in the same expected patient outcome.
2. Assists the student, family, school staff, and community in identifying appropriate and available services to address health-related needs.
3. Assists families to access preventive and treatment services through referral to enrollment in Medi-Cal, Healthy Families, or other programs that provide free or low-cost health insurance or services for children.
4. Assigns or delegates tasks as defined by the state nurse practice acts and according to the knowledge and skills of the designated caregiver.
5. Assigns or delegates tasks based on the needs and condition of the client, the potential for harm, the stability of the client’s condition, the complexity of the task, and the predictability of the outcome.
6. Assists the student, family, school staff, and community in becoming informed consumers about the cost, risks and benefits of health promotions, health education, school health services, and individualized health interventions for students.
7. Participates in District third-party billing activities under the LEA Billing Option, or Medi-Cal Administrative Activities (MAA) as appropriate.

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**STANDARD VII – HEALTH EDUCATION** – The school nurse assists students, families, school staff, and community to achieve optimal levels of wellness through appropriately designed and delivered health services

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**Recommendations:**

- [ ]

**Commendations:**

- [ ]

**Recommendations:**

- [ ]
OVERALL RATING:


STATUS:  ________Recommended for retention  ________Not Recommended for retention
________Salary Step Increase Denied  ________Salary Step reinstated

Evaluator's Signature    Date    Evaluatee's Signature    Date

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CO-CURRICULAR COMPENSATION JUNIOR HIGH SCHOOL (7-8)

Each junior high school will be allocated a total of twelve (12) paid positions per semester. These twelve (12) positions can be used in any combination from the list below.

- Girls Athletic Association
- Boys Athletic Association
- Yearbook/Newspaper
- Spirit Group
- Study Hall/Assistance Groups
- Other after-school clubs as approved by the principal (e.g. chess club, drama club, academic competition club)

The following conditions will be applied to these junior high school co-curricular positions:

1. A stipend of $500 per semester will be paid for sponsoring one of the sanctioned activities.
2. Each group must meet a minimum of once per week throughout the semester.
3. The sponsor must supervise students until the junior high late activities bus departs.
4. A position may be split among teachers if the principal approves an equitable distribution.
5. All sponsors must be certificated staff members.
6. Participation by certificated staff members will be on a voluntary basis.
7. All activities will be held after school. Students are not to be released from class for participation in these activities.

The principal of each site will be responsible for determining the activities and who would be designated as the sponsors.
Appendix F: 2  4143-13

Morongo Unified School District

4143-13 High School Co-Curricular Compensation

List I

Head Coach:
  Cross Country
  Golf
  Swimming
  Tennis
Assistant Coaches:
  All Interscholastic Sports
High School Drama
Pep Squad
Drill Team
Cadet Instructor
Yearbook
Newspaper
Academic Teams
High School Choral Director
Speech/Debate

List II

Head Coach:
  Football-Varsity Only
  Baseball-Varsity Only
  Basketball-Varsity Only
  Track-Varsity Only
  Wrestling-Varsity Only
  Soccer-Varsity Only
  Volleyball-Varsity Only
  Softball-Varsity Only
  High School Band Director
  Gymnastics
  Activities Director
  Athletic Director

The principal of each comprehensive high school will be allocated Co-curricular Personnel Units (CPUs) by enrollment.

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Step 1: Employee with no previous experience
Step 2: One year’s paid experience in an accredited school*
Step 3: Additional year experience (paid experience in an accredited school)*
Step 4: Additional year experience (paid experience in an accredited school)*
Step 5: Additional year experience (paid experience in an accredited school)*

(*Credit for one year of experience if three-quarter’s of the sport season has been served. Experience credit for coaching will be given, regardless of the sport.)
Morongo Unified School District

4143-13 High School Co-Curricular Compensation

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Head Coach:
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  Softball-Varsity Only
  High School Band Director
  Gymnastics

Activities Director
Athletic Director

List III

Gymnastics

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### Appendix G: 1

#### MORONGO UNIFIED SCHOOL DISTRICT

**School Year 2019 - 2020**

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**Semester (180 student days) (7 - 12)**
- First Quarter: 8/26-10/25/19 (44 days)
- Second Semester: 3/30-6/10/20 (95 days)

**Staff Work Days/Parent Conference Days**
- 8/22/19: Site Admin Workday
- 8/23/19, 9/18/19, 9/3/20: Staff Development
- 11/13/19, 4/8/20: Parent Conference/Early Release
- 9/11, 10/9, 11/1, 12/12, 3/11: Minimum Days/Late Start

- Non-work day for everyone but 12 no employees:
  - Elementary: Progress report grades issued first and third quarter. Final grades issued at the semesters.

**Holidays (Schools and offices closed)**
- Independence Day Observed: July 4, 2019
- Labor Day: September 2, 2019
- Veterans Day: November 11, 2019
- Thanksgiving Break: November 25 - 29, 2019
- Thanksgiving Day: November 28, 2019
- Local Holiday: November 29, 2019
- New Year's Day Celebration: January 1, 2020
- Martin Luther King, Jr. Day: January 20, 2020
- Lincoln's Day: February 14, 2020
- President's Day: February 17, 2020
- Spring Break: April 13-17, 2020
- Memorial Day: May 25, 2020

**First and Last Day of School**
- First day of school: August 26, 2019
- Last day of school: June 10, 2020

**Snow Days Make-up**

In the event that an inclement weather day is required before the spring staff development day, student attendance will be made up on the first day of school. Should the second make-up day on June 12 and the teacher work day on June 13, 2020.

As of 5/10/19
Appendix G: 2

### MORONGO UNIFIED SCHOOL DISTRICT

#### School Year 2020 - 2021

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#### October

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| 28 29 30 | 31 32 33 34 |

#### November

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#### December

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#### February

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#### June

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| 27 28 29 30 | 31 32 33 34 |

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**Semester (180 student days) (7 - 12)**

- **First Quarter**: Aug 24 - Oct 23, 2020 - 44 (days)
- **First Semester**: Aug 24 - Jan 15, 2021 - 87 (days)
- **Second Semester**: Jan 19 - June 9, 2021 - 93 (days)

**Staff Work Days/Parent Conference Days**

- Teacher Staff Development: August 20, 2020
- Site Admin Workday: August 21, 2020
- Teacher Staff Development: November 6, 2020
- Teacher Staff Development: April 2, 2021

**Minimum Day / Late Start**

- 9/16, 10/21, 1/25, 2/17, 3/17

**Parent Conference / Early Release**

- 11/4/20 & 4/27/21

**Holidays (Schools and offices closed)**

- Independence Day Observed: July 3, 2020
- Labor Day: September 7, 2020
- Veteran's Day: November 11, 2020
- Thanksgiving Break: November 23-27, 2020
- Thanksgiving Day: November 26, 2020
- Local Holiday: November 27, 2020
- Winter Break: Dec 21, 2020 - Jan 1, 2021
- Local Holiday: December 24, 2020
- Christmas Day Celebration: December 25, 2020
- Local Holiday: December 31, 2020
- New Year's Day Celebration: January 1, 2021
- Martin Luther King, Jr. Day: January 18, 2021
- Lincoln's Day: February 12, 2021
- President's Day: February 15, 2021
- Spring Break: April 12-16, 2021
- Memorial Day: May 31, 2021

**First and Last Day of School**

- First day of school: August 24, 2020
- Last day of school: June 9, 2021

**Snow Days Make-up**

In the event that an inclement weather day is required before the spring staff development day, student attendance will be made up on that day (April 2) and a teacher workday will be scheduled on the first weekday after the regularly scheduled last day of school (June 10). Should two (2) same days occur, then the first make-up day will take place on April 2 (see above), the second make-up day on June 10 and the teacher work day on June 11. CRED reimbursement will be available for any teacher who holds any required parent conferences before or after school on or around the regularly scheduled parent conference days.

*As of 5/38/19*
# MORONGO UNIFIED SCHOOL DISTRICT

## School Year 2021 - 2022

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### Holidays (Schools and offices closed)

- Independence Day Observed: July 5, 2021
- Labor Day: September 6, 2021
- Veterans' Day: November 11, 2021
- Thanksgiving Break: November 22-26, 2021
- Thanksgiving Day: November 25, 2021
- Local Holiday: November 26, 2021
- Winter Break: December 20-31, 2021
- Local Holiday: December 23, 2021
- Christmas Day Observed: December 24, 2021
- Local Holiday: December 30, 2021
- New Year's Day Observed: December 31, 2021
- Martin Luther King, Jr. Day: January 17, 2022
- Lincoln's Day: February 18, 2022
- President's Day: February 21, 2022
- Spring Break: April 11-15, 2022
- Memorial Day: May 30, 2022

### Staff Work Days/Parent Conference Days

- Teacher Staff Development: August 19, 2021
- Site Admin Workday: August 20, 2021
- Teacher Staff Development: November 5, 2021
- Teacher Staff Development: March 25, 2022
- Minimum Day / Late Start: 9/15, 10/20, 1/19, 2/16, 3/16

### First and Last Day of School

- First day of school: August 23, 2021
- Last day of school: June 8, 2022

### Snow Days Make-up

In the event that an inclement weather day is required before the spring staff development day, student attendance will be made up on that day (March 25) and a teacher workday will be scheduled on the first weekday after the regularly scheduled last day of school (June 9). Should two (2) snow days occur, then the first make-up day will take place on March 25 (see above), the second make-up day on June 9 and the teacher work day on June 10. CED reimbursement will be available for any teachers who hold any required parent conferences before or after school on or around the regularly scheduled parent conference day.

As of 5/30/19
Appendix H: 1

CATASTROPHIC LEAVE PROCEDURES

1. Leave applicant submits Catastrophic Leave Request to Human Resources along with necessary supportive documents attached to form. If desired, the applicant may attend the committee review for presentation purposes.

2. Donor submits Catastrophic Leave Donation form to Human Resources.

3. Within fifteen (15) workdays of receiving completed paperwork, the committee reviews application according to the following criteria:

   a) Is it catastrophic? (See definitions on back of leave request forms.) E.g. pregnancy leave in itself is not catastrophic. Having the flu several times is not catastrophic.

      i) Is it an illness or injury that is expected to incapacitate the employee for an extended period of time? OR Is it an illness or injury that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member?

      ii) Does taking extended time create a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off?

   b) Is all the supportive documentation submitted?
   c) Should applicant’s sick leave be converted to personal leave? E.g. the applicant’s parent is terminally ill.
   d) How much sick leave is available and how much is needed?
   e) Were applicant’s medical services critical or elective? E.g. elective surgery should be postponed until off duty times.
   f) Is further information required?

4. The donor forms will be reviewed.

5. The decision of the committee will be final and will be communicated to the applicant as well as the donor(s).
Appendix H: 2

MORONGO UNIFIED SCHOOL DISTRICT
CATASTROPHIC LEAVE REQUEST
Education Code Section 44043.5(f)

____________________________________ ___________________ ___________________
Name Site Date

Please initial each blank as it is completed.

_____ 1. Please include detailed description of illness or injury and how it meets the definition of “Catastrophic” included below.

“Catastrophic Illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

_____ 2. Attach doctor verification notes.

_____ 3. This absence creates a financial hardship for me.

   a) Were you absent ten (10) consecutive days? _____________
   b) Number of days absent related to this catastrophic illness/injury___________
   c) Dates: ______________________________________________________

_____ 4. Number of my sick days to be transferred to personal necessity days: ____________

_____ 5. Number of sick leave days requested from another certificated employee(s): _______

   a) From whom: ______________________________________________________

I understand that all of my sick leave is to be exhausted before any donated leave is applied.

____________________________________
Employee Signature

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Office Use Only:
Catastrophic Leave
Approved _____ for ___________________
Committee: ____________ # of days
Date
Denied _______

Donor(s) Name(s) Number of Days

__________________________
__________________________
__________________________
CATASTROPHIC LEAVE

The governing board of a school district or county office of education may establish a catastrophic leave program to permit employees of that district or county office to donate eligible leave credits to an employee when the employee or a member of his or her family suffers from a catastrophic illness or injury.

a) For the purpose of this section, the following terms are defined as follows:

1. "Catastrophic Illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
MORONGO UNIFIED SCHOOL DISTRICT

CATASTROPHIC LEAVE DONATION

Education Code Section 44043.5(f)

___________________________________  ______________________________

Employee Name  

Site

I currently have _____________ days of accumulated sick leave.

I wish to donate ______________ days of these to:


I acknowledge that personal necessity comes out of sick leave. I also realize that I should reserve a minimum of five (5) days for myself.

I understand this sick day donation is non-refundable and will not be reinstated at any time in the future.

___________________________________  ______________________________

Signature  

Date

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

Office Use Only:

______ Day (s) have been deducted from your sick leave.

______ Catastrophic Leave request was denied. No days were deducted from your sick leave.

Catastrophic Leave Committee  

___________________________________  

Date
44043.5 Catastrophic Leave

The governing board of a school district or county office of education may establish a catastrophic leave program to permit employees of that district or county office to donate eligible leave credits to an employee when the employee or a member of his or her family suffers from a catastrophic illness or injury.

b) For the purpose of this section, the following terms are defined as follows:

1. “Catastrophic Illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
MORONGO UNIFIED SCHOOL DISTRICT
FAMILY LEAVE REQUEST

_______________________________________  ___________  __________
NAME SITE DATE

Please initial each blank that applies and that is completed.

_____ 1. Please include detailed description of the circumstances requiring family leave.

_____ 2. Anticipated dates of the beginning and ending of the family leave.

_____ 3. Attached please find doctor verification notes.

_____ 4. I understand that I will first use all available leave as applicable. This would include leave such as maternity, personal necessity, vacation, sick, industrial accident or illness, or extended illness.

_____ 5. Date District employment began _______________

   Have there been any breaks in service?  __________

   If, so, when?  __________

_____ 6. I understand that family leave is unpaid.

EMPLOYEE’S SIGNATURE

______________________________

DATE

______________________________
MTA RELIGIOUS OBJECTOR/CONSCIENTIOUS FORM

Year 20___ - 20___

Local Association ________________________________________________________________

First Name ____________________________    Last Name ____________________________

Address _______________________________________________________________________

City ____________________________ State _____ Zip ______________________

Social Security Number _________ - ______ - _______ (Optional)

Home Phone (____) ______ - _______ Work Phone (____) ______ - _______

School District ________________________________________________________________

School/Work Site _____________________________________________________________

Choose one (1) of the following to funds:

______ American Red Cross Morongo Basin Chapter _____ United Way

______ Morongo Basin Unity Home _____ American Cancer Society

You are hereby authorized and directed to deduct the total sum from each regular salary warrant due to me. The fee portion may be increased or decreased based on the dues of the Morongo Teachers’ Association without additional authorization from me. The total amount so deducted shall be transmitted to the charity chosen above. Upon transmitting the deduction to the charity chosen above, the District has fulfilled its entire obligation. This authorization is to remain in force from year to year until revoked or revised by me in writing.

Signature: ______________________________    Date __________________________

(For Office Use Only)

Amount to be paid through payroll deduction $_______________

Monthly deduction $ ______________________

Total amount paid directly to charity above $ _______________ (Attach receipt)

(Distribution: White (Original): Payroll; Yellow: MTA; Pink: Employee) (Form 02/07/08)
## Appendix J: 2

### CHAPTER-CTA-NEA REPRESENTATION FEE (AGENCY FEE) FORM

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**Signature**

AFENRL: White Copy - CTA Membership  
Yellow Copy - District  
Pink Copy - Local Chapter  
Gold foil Copy - Fee Payee

[120]
TRUST AGREEMENTS

Included in the following pages are descriptions of various Trust Agreements currently in effect and are included herein not as an integral part of the contractual agreement but as an informational reference for staff to access.
SHARED CONTRACT EMPLOYMENT
2018-2021
TRUST AGREEMENT

A. DEFINITION

A shared contract is defined as one in which one teaching position is shared by two bargaining unit employees for a period of not less than one year.

B. ELIGIBILITY

The total number of bargaining unit employees in the District Shared Contract Program for any one year shall not exceed two percent (2%) rounded to the nearest whole number of the total number of bargaining unit employees in the District as of October 1 in the selection year. Each site is limited to one team per school year.

Shared contract positions may be obtained by current full-time employees who meet the following qualifications:

1. Tenured
2. Satisfactory evaluation on most recent evaluation
3. Satisfactory attendance
4. Hold a valid teaching credential for the entire ensuing year
5. Successful completion of application and selection process

C. PROGRAM DESCRIPTION

1. Contract-sharing team members are expected to perform all usual and customary duties of a teaching position.

2. The responsible site administrator and the contract-sharing team will work out operational duties.

3. Each team member agrees to abide by current contract.

4. Each team member agrees to attend all Staff Development Programs.

5. Team members agree to meet regularly on a weekly basis.

D. COMPENSATION AND BENEFITS

1. Each team member receives the proportional salary per placement on the current salary schedule as the percentage each member works.

2. If a team member works fifty percent (50%) or more, the District will pay the same percentage of the fringe benefits as the member works. The member will pay the difference if the benefits are desired. If the fringe benefits are not desired, the member will have a one-time opportunity to decline the entire benefit package. This decision
will remain in effect unless the member returns to full-time. If a team member works less than fifty percent (50%), there will be no benefits.

3. If a team member works fifty percent (50%) or more, advancement on the current salary schedule as now prescribed under the contractual agreement applies.

4. If a team member works less than fifty percent (50%), then step advancement on the salary schedule occurs every two (2) years.

5. Each team member is permitted the proportional amount of any leaves chargeable.

6. When one team member is absent, the assignment will be offered to the other member prior to requesting a substitute. The team member will be paid at a substitute’s rate of pay.

7. Perfect attendance stipends will be made as a proportional entitlement.

E. POSITION STATUS

1. A member of the contract-sharing team desiring to return to full-time status the next year would so indicate by March 1. The member would then be subject to transfer procedures outlined in the current contractual agreement.

2. Bargaining unit employees desiring to share a contract must apply each year by April 1.

3. If one member of the contract-sharing team desired to remain in a contract-sharing arrangement, the member will follow the application process prescribed in the next section (Section “F”).

4. If, after the transfer procedures are followed and a bargaining unit employee does not have a position by June 1, then the District shall make an assignment.

F. APPLICATION AND SELECTION PROCESS

1. The team member desiring a contract-sharing position would send a letter to the District Human Resources Office. To be included in this letter would be the following:

   a) The names of both bargaining unit employees desiring to share a contract;

   b) Site, grade, subject preference;

   c) A definite plan presented in writing to include a system for implementation of management details, i.e., duty, discipline plan, preparation time, etc.;

   d) A letter of recommendation from the current site administrator of each team member to include acknowledgement of the bargaining unit employee’s desire to contract-share; and,

   e) A written team commitment of one entire school year to this program (This may be included with the letter).
2. The Human Resources Office shall conduct an initial screening of all team proposals based upon the eligibility criteria in Section “B.” The school site that has set forth its criteria for the opening shall make the selection. The decision shall be based upon the applicant’s training and the advertised position description, and what is educationally sound for the students.

3. Specific approval by the Board of Education will be the final step in implementing a team into a position.

4. The responsible site administrator will evaluate the program at that site by March 1. If the program is discontinued at that site for the following year, the contract-sharing team may request another site through the application process.

5. By March 8, this program will be reviewed by the District and MTA. If the program is discontinued, participating bargaining unit employees become subject to transfer procedures outlined in the current contractual agreement. If, after these procedures are followed and a need still exists, the District shall make assignments.

---

Keith Reed*          Michael Ghelber*
Keith Reed          Michael Ghelber, Assistant Superintendent
Chief Negotiator          Human Resources
          Morongo Unified School District

5/08/18
DATE

* Original signatures on file in the Human Resources department
Section I  

Preamble

The Morongo Teachers Association and the Morongo Unified School District strive to provide the highest possible quality of education to students. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Accordingly, the parties agree to cooperation in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

Teachers are valued professionals who are entitled to have resources available to them to enhance continuous performance improvement. The prime focus is to provide assistance and renew quality teaching.

Section II  

Eligibility

A. Informal academic coaching

A permanent teacher who seeks to improve his/her teaching performance, receive assistance in full implementation of the district-adopted English/Language Arts and reading intervention instructional programs as well as any other academic areas may self-refer to the Joint Panel for participation in this program.

B. Voluntary referral and voluntary participation

A permanent teacher who seeks to improve his/her teaching performance may self-refer to the Joint Panel for participation in this program. This could include an experienced teacher in his/her first or second year in the District.

C. Mandatory referral and mandatory participation

A permanent teacher who receives an overall “unsatisfactory” rating on the second evaluation as provided in Article L of the MTA/MUSD Agreement shall be referred by the evaluator and shall participate in the PAR program.

D. BTSA participants

A beginning teacher may participate in the Beginning Teacher Support and Assessment (BTSA) Program. The Beginning Teacher shall be defined as:
a. Fully credentialed 1st and 2nd year teachers who have not obtained their clear credentials; hold preliminary credentials.

Beginning with the school year 2008-2009, all first (1st) and second (2nd) year teachers who have not obtained their clear credentials (hold preliminary credentials) shall participate in this program.

E. PAR Program Limitations

The PAR program shall not deal with teachers’ employment issues that arise from accusations of neglect of duty or misconduct, which are distinct from teachers' evaluations in relationship to the Evaluation article of the contractual agreement.

Section III Participating Teachers

The Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the parties collective bargaining agreement.

There are four (4) categories of Participating Teachers.
A. Academic Coach; B. Volunteer; C. Mandatory Referral; D. Beginning Teacher

The evaluation process for any participating teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the parties.

The evaluation process will be implemented as designed in Article L of the MTA/MUSD Agreement.

Any participating teacher shall have the right to address the Joint Panel.

A. Academic Coach

The purpose of voluntary participation in this program is to:

- Receive assistance in the areas of instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching profession
- The Participating Teacher shall receive assistance from the academic coach in the development of effective lesson plans
- The Academic Coach shall demonstrate sample lessons for the Participating Teacher
- The Academic Coach shall co-teach with the Participating Teacher
- The Academic Coach shall conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback
- The Academic Coach shall model effective teaching/instructional strategies for the Participating Teacher
B. **Volunteer Participating Teachers**

The purpose of voluntary participation in the PAR Program is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the Joint Panel to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher shall indicate area(s) he/she seeks assistance in his/her request. The Volunteer Teacher may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said request. The request to terminate should be in writing to the Joint Panel.

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

C. **Mandatory referral and mandatory participation**

The purpose of participating in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent teachers shall be required to participate in the PAR program as a result of an overall “unsatisfactory” second evaluation as provided in Article L of the MTA\MUSD Agreement.

The Participating Teacher shall have the right to present reasons in writing and orally to the Joint Panel as to why his/her specific Consulting Teacher should be replaced and another Consulting Teacher substituted.

This article does not expand nor diminish the unit member’s ability to grieve an evaluation pursuant to the negotiated contract between the parties.

D. **Beginning Teacher Participants**

The purpose of participation is to assist Beginning Teachers in the areas of instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members this may be the Beginning Teacher Support and Assessment (BTSA) Program.

It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher/Support Provider shall play no role in the evaluation of the teaching performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator.

Beginning Teachers may participate in the Beginning Teacher Support and Assessment (BTSA) Program. The Beginning Teacher shall be defined as:

a. Fully credentialed 1st or 2nd year teachers who have not obtained their clear credentials; hold preliminary credentials.

Beginning Teachers shall be served on a priority basis determined by district resources. Funds received through the BTSA Program must be used to support beginning teachers.
Section IV Joint Panel

A. Joint Panel Composition and Selection
The PAR program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers; and administrators chosen to serve by the district, as follows:

- The Superintendent will select two administrators and one alternate, and the Association President will select three classroom teachers and one alternate.
- The Joint Panel chair alternates annually between a teacher and an administrator. The teachers select the teacher and the administrators select the administrator.
- A Panel year is defined as July 1 – June 30.
- Joint Panel members may not serve in any other capacity within this program.

B. Joint Panel Duties and Responsibilities
The Joint Panel shall:

- Administer the PAR Program.
- Determine its meeting schedule.
- Establish operating rules and procedures.
- Participate in any training required to implement the program.
- Select the Lead Consulting Teacher and the Consulting Teachers.
- Use a consensus model for decision-making.
- Select the Participating Teachers.
- Meet with Consulting Teachers periodically to review staff development plans for participating teachers and receive reports.
- Collaborate with other teacher support programs.
- Oversee training of Consulting Teachers.
- Develop program budget within allocations subject to board approval.
- Evaluate Consulting Teachers and their documentation.
- Monitor the progress of the Participating Teacher’s interventions including making the decision regarding the success of such intervention and so advising the Board of Education.
- Refrain from participating in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.
- Assign Participating Teachers to Consulting Teachers.
- Evaluate annually the impact of the District’s Peer Assistance and Review Program in order to improve the program, including:
  - Number of unsatisfactory evaluation referrals
  - Number of beginning teachers to receive assistance
  - Number of permanent volunteer participants
  - Training needs of Consulting Teachers
  - Training needs of the Joint Panel
  - Release time needed by Consulting Teachers, Joint Committee, and Participating Teacher(s)
  - Compensation for PAR participants as agreed upon in the collective bargaining agreement
  - Administrative costs
- Generally meet within the panel’s workday

All rules and procedures established by the Joint Panel shall be distributed to certificated employees.
C. **Panel Recommendations and Decision Making**

The Joint Panel uses a consensus model for decision-making. (If consensus fails, an approving vote is defined as four or more affirmative votes.)

To conduct an official meeting, at least four of the five members of the Joint Panel must be present. No action or recommendations shall be voted upon unless at least two association panel members and two district panel members are present.

Alternate members are expected to attend the Joint Panel meetings and act in an advisory role. They become voting members in the event of a regular member’s absence.

The Joint Panel shall not act on the Consulting Teachers reports before ten workdays following receipt of the report to allow a Participating Teacher sufficient time to submit a written response. By written agreement of the Joint Panel and the Participating Teacher, timelines can be extended.

The Joint Panel shall make recommendations to the Governing Board of the District concerning Participating Teachers, including forwarding the names of the Participating Teachers to the Governing Board who, after sustained assistance, are not able to demonstrate satisfactory improvement. Prior to forwarding a Participating Teacher’s name to the Governing Board, the Joint Panel shall review the assistance provided to the Participating Teacher and shall determine whether or not the Participating Teacher has been afforded “sustained” assistance.

D. **Confidentiality**

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

a) In response to subpoena or order of the court.

b) The district in any employment action based upon instructional performance may use the final report.

E. **Compensation**

Joint Panel members shall receive a stipend of $600 for their work as a Joint Panel member. This stipend shall be paid from the PAR budget. A teacher chairperson shall receive a single $1500 stipend. Chairperson duties include but are not limited to preparing the agenda, sending out reminders, typing the minutes, maintaining confidential folders, submitting time sheets, and miscellaneous duties.

F. **Duty to Indemnify**

The District shall indemnify and hold harmless the Association, any members of the Joint Panel and Consulting Teachers performing within the scope of their employment from any liability arising out of their participation in the PAR Program as provided in Education Code Section 44503, subdivision c and Government Code Section 820.2.
G. Funding
Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for funding through AB1X (1999, Villariagosa), BTSA or successor legislation.

Section V Consulting Teachers/Academic Coach

A. Minimum Qualifications
- Shall be a permanent classroom teacher who provides assistance to a Participating Teacher enrolled in the PAR program.
- Shall have at least five consecutive years of classroom teaching experience in Morongo Unified School District immediately prior to applying for this position. (The current year could count as one of these years.)
- Possess a clear California teaching credential.
- Demonstrate exemplary teaching ability.
- Demonstrate talent in written and oral communications.
- Demonstrate leadership ability within her/his profession.
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Have extensive knowledge of subject matter resources and mastery of a range of teaching strategies including classroom management and instructional techniques.

B. Selection Process
- A notice/announcement of vacancy will be posted/distributed.
- Applicants shall submit an application form or a letter of application.
- Applicants shall submit at least three letters of recommendation from individuals who have direct knowledge of the applicant’s ability in both teaching and working with colleagues. At least one letter will be from the immediate supervisor and one from a teacher or association representative.
- Applications submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.
- Consulting Teachers shall be selected by the Joint Panel after a minimum of two representatives of the Joint Panel have conducted a classroom observation and interview with each of the candidates. At least one teacher and one administrator shall participate in the classroom observation. This observation may or may not be scheduled.

C. Duties and Responsibilities
Consulting Teachers shall assist Participating Teachers through observations, coaching, demonstrations, recommending conferences or workshops for teachers and other appropriate activities that will support the Participating Teacher. The PAR program strongly encourages a cooperative relationship among the Consulting Teacher, site administrator, and the Participating Teacher with respect to the process of peer assistance and review.
Consulting Teacher/Academic Coach shall:

- Meet with the Participating Teacher and site administrator/evaluator to discuss the PAR program, establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program. A copy of the assistance plan shall be provided to the Joint Panel.
- Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback.
- Meet regularly for observations/discussions with each participating teacher.
- Conduct model lessons, staff development, and seek appropriate resources as needed, including the use of academic experts.
- Participate in meetings with MUSD and other district’s Consulting Teachers.
- Maintain a written log of contacts and specific support given to each Participating Teacher.
- Document all observations, visitations and meetings.
- Submit a current activity report to the Joint Panel each month or upon request.
- Continue to provide assistance until the Joint Panel directs the Consulting Teacher that support is no longer necessary because the teaching performance of the Permanent Teacher is satisfactory or it has determined that further assistance will not be productive.
- Submit the final report to the Participating Teacher to receive his or her signature to verify delivery and receipt.
- Submit the final report to the Joint Panel within five working days of delivery to the participating teacher, but no later than April 7th.
- Participate in an annual review of the program with the Joint Panel.
- Maintain confidentiality in all matters relating to the Participating Teachers.
- Have the right to present reasons in writing why a specific Participating Teacher should be reassigned to another Consulting Teacher and to have those reasons considered.
- Shall serve as a BTSA Support Provider if assigned a beginning teacher.
- Shall serve as the BTSA Liaison upon request of the Joint Panel.
- Shall support incoming teachers not enrolled in the BTSA program upon request.
- Shall serve as an Academic Coach upon request.

D. Terms and Conditions

Length of Term for Consulting Teacher

The term of the full-time Consulting Teacher shall routinely be three years in length with annual performance reviews. If the performance of the Consulting Teacher is found to be unsatisfactory at the annual performance review by the Joint Panel, they may remove the Consulting Teacher from this role at the end of the school year.

Terms shall be staggered to provide continuity and collegial support among full-time Consulting Teachers.

The maximum number of years that a person may serve as a full-time Consulting Teacher is three (3) years. After serving three (3) years, the Consulting Teacher must return to the classroom for three (3) years before reapplying.

The Joint Panel shall determine the terms of those Consulting Teachers, who are less
than full time.

**Consulting Teacher Release and Workload**

The Consulting Teacher may serve Participating Teachers on Full-Time, Part-Time or Non-Release basis. The number of participants and available programs and funding shall determine Consulting Teacher to Participating Teacher ratios.

**Right of Return for Consulting Teachers on Full Time Release**

Upon the completion of service as a Consulting Teacher, he/she shall have first choice of positions at available sites for which he/she is credentialed to teach. The Consulting Teacher will submit the request for sites by March 15. Before any teachers are to report to their sites and if an opening occurs at the Consulting Teacher's first choice, the teacher may have that opening.

**Extra Duty Pay**

The Consulting Teacher shall be compensated his/her per diem rate, or part thereof, for approved activities outside his/her contractual work year.

**Limitation**

Prior to starting service as a Consulting Teacher, each person so selected shall sign an agreement that he/she will not move to an administrative position within MUSD for (3) three years after serving his/her term.

**E. Evaluation**

Consulting Teachers are subject to annual evaluation by the Joint Panel with respect to the PAR Program. The documentation of such evaluation shall not be made a part of the Consulting Teacher’s personnel file except upon the express written request of the Consulting Teacher. A Consulting Teacher will be evaluated as an itinerant teacher with respect to the required two-year evaluation cycle.

**F. Caseload**

- The caseload of the full-time consulting teacher is considered to be (15) fifteen people. The priority for developing this caseload is to take mandatory referrals first, voluntary referrals secondly and then beginning teachers.

- The caseload of the part-time consulting teacher would be a proportional relationship between the number of candidates and the time available.
Section VI  BTSA District Liaison

A. **Minimum Qualifications**

- Shall be a tenured teacher with satisfactory evaluations.
- Must have completed BTSA training.
- Experience as a BTSA Support Provider preferred.

B. **Duties**

- Attend BTSA Liaison meetings.
- Monitor, evaluate, and adjust District BTSA program in relation to CSTP (California Standards for the Teaching Profession).
- Review and analyze District data reports.
- Serve as liaison between District and Inland Empire BTSA.
- Develop, implement, and facilitate District Training and Staff Development for beginning teachers through New Teacher Programs and the BTSA Induction plan.
- Maintain confidentiality in all matters relating to participating teachers.

C. **Selection Process**

- A notice/announcement of vacancy will be posted/distributed.
- Applicants shall submit an application form or letter of application to Human Resources including a current resume.
- Applicants shall submit at least three (3) letters of recommendation from individuals who have direct knowledge of the applicant’s ability in both teaching and working with colleagues. At least one letter will be from the immediate supervisor and one from a teacher or association representative.
- Applications submitted shall be subject to a screening process established by the Joint Pane to ensure that candidates meet minimum qualifications.
- BTSA Liaison shall be selected by the Joint Panel after a minimum of two (2) representatives of the Joint Panel have conducted a classroom observation and interview with each of the candidates. At least one teacher and one administrator shall participate in the classroom observation. This observation may or may not be scheduled.

D. **Length of term and condition for BTSA Liaison**

The term of a BTSA Liaison shall routinely be three (3) years in length with annual performance review via a questionnaire completed by the PAR Joint Panel, Support Providers, and BTSA participants, providing the annual review performance is satisfactory.

E. **Remuneration**

A person serving in this capacity only will receive a stipend of $5,000.
Section VII  Beginning Teacher Support and Assessment Program (BTSA) Support Provider

A. Minimum Qualifications

- Shall be a tenured classroom teacher with satisfactory evaluations.
- Possess a clear California teaching credential.
- Demonstrate exemplary teaching ability.
- Demonstrate talent in written and oral communications.
- Demonstrate leadership ability within her/his profession.
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Demonstrate knowledge of subject matter resources and mastery of a range of teaching strategies including classroom management and instructional techniques.

B. Selection Process

- Candidates for BTSA Support Provider positions only must submit an application form to Human Resources including a current resume.
- The application should include a Professional Reference Form completed by the applicant’s current principal/supervisor.
- A selection team consisting of one teacher and one administrator from the Joint Panel will observe applicants.
- The PAR Joint Panel selects the BTSA Support Providers
- An existing Support Provider may continue to serve as a Support Provider in the succeeding year based on District need and satisfactory PAR Joint Panel evaluations.

C. Duties and Responsibilities

- Provides support and mentoring for beginning teachers within the BTSA structure.
- Provides professional growth conferencing to assigned new teachers.
- Provides individualized coaching of teaching strategies through classroom visits, observations, and demonstration teaching.
- Attends Inland Empire provided BTSA training and meetings.
- Follows BTSA guidelines and model for beginning teacher support and mentoring.
- Each Support Provider will perform a minimum of 200 hours of service.
- Maintain confidentiality in all matters relating to participating teachers.

D. Remuneration

Those who are only Support Providers will receive a stipend of $1500 per BTSA participant.

E. Supervision/Evaluation

- Beginning teacher Support providers will be under the supervision of the Superintendent or designee.
- The Superintendent or designee will be responsible for on-going program evaluation.
- The BTSA Liaison and the Superintendent or designee responsible for Support Provider supervision shall provide an annual evaluation report for each Support Provider to the Joint Panel.
- If the performance of the Support Provider is found to be unsatisfactory at the annual performance review, the Joint Panel may remove the Support Provider from this role at the end of the school year.
Keith Reed
Keith Reed, Chief Negotiator
Morongo Teachers’ Association

Michel Gheiber
Michael Gheiber, Assistant Superintendent
Human Resources
Morongo Unified School District

5/08/18
Date

* Original Signatures on file in the Human Resources Department
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1. The Goal of School-Based Management is to improve the academic performance of all students by empowering the staff and parents at each school to develop programs that will meet the needs of their students.

2. School-Based Management is a process used to empower employees with the necessary decision-making authority to efficiently and effectively accomplish their jobs.

3. School-Based Management requires that the people most affected by a decision participate in making that decision.

All schools will have the benefits of LEVEL I, which include:

- **Budget Decentralization** – each school will have authority over its budget, both general fund and categorical dollars

- **Personnel Selection** – to the maximum extent possible, selection of personnel will be made by a site-level committee

Schools may elect to move to LEVEL II, which include:

- **Management by Elected Council** – The Single Plan for Student Achievement and supporting budget will be developed by a council composed of elected teachers and parents.

- **Waivers** – The School-Based Management Council may develop programs that require waivers of Board of Education Policy, MTA or CSEA contracts, Education Code, or past practice.

- **Flexibility** – Additional flexibility in budget and allocation of resources may be granted to LEVEL II schools.

4. Each school is accountable for showing progress toward meeting Federally approved State accountability requirements through the annual School Accountability Report Card. LEVEL II schools will revert to LEVEL I if they do not show progress toward meeting the standards, as determined by the Superintendent in annual evaluations.

5. A review of the effectiveness of the School-Based Management Council process at a school will be conducted by the Superintendent, if requested by fifty percent (50%) or more of the certificated and classified staff working at that site.
The Board of Education and District administration are responsible for:

- Maintaining a clear focus by developing the mission, goals and objectives for the District and communicating them to all stakeholders.
- Developing and supervising the accountability system to evaluate each school’s progress toward achievement of District and site-level goals.
- Maintaining a centralized core curriculum.
- Ensuring that all schools are in compliance with state and federal regulations.
- Providing each school with the support needed to develop and implement effective instructional programs.
- Developing and maintaining policies which comply with Education Code, insure a quality education for all students and support site-based efforts.

At LEVEL I, the Principal is responsible for:

- Developing and implementing the Single Plan for Student Achievement.
  - Demographics
  - Analysis of assessment data
  - Action plans to support achievement of Board of Education Goals
- Developing and maintaining the school budget that supports the School Plan.
- Ensuring an effective instructional program for all students.
- Ensuring that Board of Education Policies, Education Code and state and federal regulations are followed.
- Participating in the selection of personnel.

At all levels, the Principal is responsible for the day-to-day operation of the school and is held accountable for implementation of the Single Plan for Student Achievement.

At LEVEL I:
- The secondary Academic Councils have major responsibility for oversight of curriculum and instruction issues and plans.
- The junior high Academic Councils are composed of the Principal, Department Chairpersons, Head Counselor, and MTA Representative.
- The Comprehensive High School Academic Councils are composed of the Principal, Department Chairpersons, Head Counselor, Athletic Director, Activities Director, and MTA Representative.
- The Continuation High School Academic Councils are composed of all certificated staff members.
- The Elementary Councils are composed of the Principal, two teacher representatives selected by teachers at the school; other school personnel selected by other school personnel at the school;

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parents of pupils attending the school who are selected by parents classroom teachers shall comprise the majority of persons.

**LEVEL II**

**SHARED DECISION-MAKING**

The authority the District shares with the school is then shared by the Principal with staff, parents, students and community members as a School-Based Management Council. Each school creates its own approach within the parameters determined by the Board of Education, following the rules contained in the Brown Act, and agreements with the employee associations as required. This is a continuously evolving process.

The Board of Education and District administration continue to be responsible for all items listed in LEVEL I above.

1. **Composition of the School-Based Management Council:**

   The School-Based Management Council is composed of representatives of all stakeholders and is of sufficient size to be representative but also manageable. **NOTE: Parents who are school employees may NOT be counted as non-employees for parent representation.**

   Councils are encouraged to maintain an Open Chair as a way to include all stakeholders. Any interested party may attend a Council meeting and provide input on issues of interest or concern. The Open Chair does not vote.

**ELEMENTARY SCHOOL (LEVEL II)**

**Option I:**

The School Site Council, mandated by Single Plan for Student Achievement, may serve as the School-Based Management Council.

There must be parity between school employees and non-employees. Each group elects its own representatives.

One of the teachers must be the MTA representative. At least one classified employee, who is a CSEA member and is elected by peers, must be included on this joint council, and counts as an employee.

**Option II:**

The School-Based Management Council may be a different group from the School Site Council, with some members in common.

The School Site Council must be composed according to the rules above.

The School-Based Management Council must have an equal number of parents and teachers but not necessarily parity between parents and employees.
The MTA representative must be a member of the School-Based Management Council. One classified employee, appointed by CSEA, serves on the School-Based Management Council.

**MIDDLE/JUNIOR HIGH SCHOOL (LEVEL II)**

At the Junior High Level, the Academic Council is composed of the Principal, Department Chairpersons, Head Counselor, and MTA Representative.

**Option I:**
The School Site Council, mandated by Single Plan for Student Achievement, may serve as the School-Based Management Council.

In this case, there must be parity between school employees and non-employees. Each group elects its own representatives.

The non-employee group may be composed of parents, who are not school employees, community members and students. Students may comprise up to fifty percent (50%) of this group.

One of the teachers must be the MTA representative. At least one classified employee, who is a CSEA member and is elected by peers, must be included on this joint council, and counts as an employee.

In this option, the Academic Council would be a separate body, with some members selected to serve on the School-Based Management Council.

**Option II:**
The Academic Council may serve as the School-Based Management Council, with the addition of at least one parent and one CSEA representative appointed by CSEA.

There must be a Parent Advisory Group that provides guidance to the School-Based Management Council. This group selects one or more member(s) to represent them on the School-Based Management Council, as outlined in the School-Based Management Bylaws. Community members may also be part of this group. The Associated Student Body provides student input through an open chair.

In this case, the School Site Council continues as a separate entity and follows those requirements.

**Option III:**
A School-Based Management Council may be formed with representatives from other groups already in existence. (i.e. Team Leaders, Academic Council, School-Site Council). The MTA and CSEA-appointed representatives must be members. At least one parent must be included.

There must be a Parent Advisory Group that provides guidance to the School-Based Management Council. This group selects one or more member(s) to represent them on the School-Based Management Council, as outlined in the School-Based Management Bylaws. Community members may also be a part of this group. The Associated Student Body provides student input through an open chair.

In this case, the School Site Council and the Academic Council, as described in the MTA/MUSD Agreement, continue as separate entities and follow the stated requirements.

If the School-Based Management Council, using Option II or III, has parity between parents and teachers, then the Parent Advisory Council is no longer required.
COMPREHENSIVE HIGH SCHOOL (LEVEL II)

At the Comprehensive High School Level, the Academic Council is composed of the Principal, Department Chairpersons, Head Counselor, MTA Representative, Athletic Director and Activities Director. While the primary focus of this group is on Curriculum and Instruction, this group assumes wider responsibility for shared decision-making at LEVEL II.

Option I:
The Academic Council may serve as the School-Based Management Council, with the addition of a CSEA-appointed representative and at least one parent.

There must be a Parent Advisory Group that provides guidance to the School-Based Management Council. This group selects one or more member(s) to represent it on the School-Based Management Council. Community members may also be part of this group.

The Associated Student Body provides student input to the School-Based Management Council through an open chair.

Option II:
A School-Based Management Council, separate from the Academic Council, may be formed with representatives from groups already in existence. The MTA and CSEA-appointed representatives must be members.

There must be equal numbers of teachers and parents, with one or more student representatives, and additional staff members as deemed necessary.

CONTINUATION HIGH SCHOOL (LEVEL II)

At the Continuation High School, the Academic Council is composed of all certificated staff members.

Option I:
The Academic Council, with the addition of a CSEA-appointed representative and a parent representative, may be designated as the School-Based Management Council.

There must be a Parent Advisory Group that provides guidance to the School-Based Management Council. This group selects one or more member(s) to represent it on the School-Based Management Council. Community members may also be part of this group.

The Associated Student Body (if applicable) provides student input to the School-Based Management Council through an open chair.

Option II:
A School-Based Management Council, separate from the Academic Council, may be formed with representatives from groups already in existence. The MTA and CSEA-appointed representatives must be members.
There must be equal numbers of teachers and parents, with one or more student representatives, and additional staff members as deemed necessary.

**Responsibilities of the School-Based Management Council:**

The School-Based Management Council will participate in the shared decision-making process and will be responsible for setting the goals for the school inside the parameters established by the Board of Education, keeping the school community advised of any programs that flow from these goals and evaluating the results of its efforts. The primary responsibilities are:

- Develop the Single School Plan for Student Achievement.
- Develop the site budget that supports the School-Based Coordinated Program Plan.
- Develop accountability measures for the school programs.
- Other roles are areas of responsibility as deemed necessary by the council, such as a school-wide discipline plan.
- Develop the By-laws for School-Based Management Council.

At all levels, the Principal is responsible for the day-to-day operation of the school and is held accountable for implementation of the School-Based Coordinated Program Plan.

2. **Decision-Making Process:**

Shared Decision-Making requires training and a strong commitment to excellence. The Principal will act as a resource person, but decisions will be reached through consensus. The Principal does not have veto power over the Council, but must insure that any proposal meets the following guidelines:

- Is it legal?
- Is it in compliance with Board of Education Policy?
- Is it in compliance with state and federal regulations and laws?
- Does it support the District Goals?
- Is it in compliance with association contracts?
- Are sufficient resources available?
- Is the decision ethical, equitable, legal and in the best interest of students?
- Will it improve student performance?

3. **Training:**

A. Annual update training will be provided for newly elected council members or upon request from the School-Based Management Council. This training can be provided by the site or by the District.

B. The costs of training, including materials and substitute time, will be borne by the District.

C. Training will include:
History and theory of school-based management
✓ District goals and objectives
✓ Single Plan for Student Achievement, state and federal regulations
✓ Methods of reaching consensus
✓ School Budgeting process
✓ Communication with the total school community

4. **Meetings:**

   A. School-Based Management Councils will meet at least monthly, at a time agreed upon by Council members.

   B. If a Council meets during the contractual school day, the cost of substitutes will be borne by the school.

   C. School site councils are required to perform the following activities for regular meetings:
      1. Meetings must be open.
      2. Any member of the public may address the council or committee
      3. Notice of the meeting must be posted 72 hours before the time set for the meeting.
      4. The notice must specify the date, time, and location of the meeting, and contain an agenda describing each item of business to be discussed or acted upon.
      5. The council may not take action on any item of business unless that item appeared on the posted agenda.
      6. The council must reconsider the item after allowing for public input if the procedural meeting requirements are violated.
      7. All material provided to the council or committee shall be made available to the public.
      8. Meeting minutes are recorded and maintained by the site.

5. **Remuneration:**

   If the State funds the School-Based Management Council mandate, each LEVEL II School will then receive a block grant to be spent for School-Based Management activities, which could include stipends, substitutes, or support for programs and projects. The block grant will be determined by a formula including a base amount and a factor for enrollment.

   If funded by the State, Elementary Councils will be allocated $1,000.00, with an additional $250.00 for each hundred students, over three hundred (300).

   If funded by the State, Middle School/Junior High Councils will be allocated $1,250.00, with an additional $250.00 for each hundred students over five hundred (500).

   If funded by the State High School Councils will be allocated $1,500.00, with an additional $250.00 for each hundred students over six hundred (600).

   If funded by the State, Continuation Schools will be allocated $1,000.00.

6. **Waivers:**

   The District has negotiated a process for waiving MTA contractual requirements at a particular site to support a school program. All waivers are for one (1) year, but may be renewed annually. See Contract Waiver Process (Attachment 1) and the Waiver Process Flow Chart (Attachment 2)
7. **Communication:**

School-Based Management Councils must maintain open communications with all stakeholders, including itinerant personnel who serve the school.

8. **Bylaws:**

Each School-Based Management Council will develop Bylaws that govern its operation.

A. School-Based Management Councils may not be involved in fund-raising activities.

B. School-Based Management Councils may not be involved in personnel evaluations.

C. School-Based Management Councils must follow rules established in the Brown Act, i.e., posting the agenda 72 hours in advance, establishing quorum required for voting, etc.

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**Keith Reed***

Keith Reed, Chief Negotiator  
Morongo Teachers’ Association

**Michael Ghelber***

Michael Ghelber, Assistant Superintendent  
Human Resources  
Morongo Unified School District

5/08/18  
Date

* Original Signatures on file in the Human Resources Department
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WAIVER REQUEST WORKSHEET

School submitting Waiver Proposal: ___________________________________________________

Title of Proposal: ________________________________________________________________

Brief Description of Proposal: ____________________________________________________

Seventy-five percent (75%) of appropriate employee group or groups have approved this waiver proposal, as per Memorandum of Understanding.

1. The Waiver Proposal supports improved student achievement in the following way:

______________________________________________________________________________

Cite other Board of Education objectives or School-Based Coordinated Program Plan objectives that the proposal supports:

______________________________________________________________________________

______________________________________________________________________________

2. Approximate cost for first year implementation: $ ________________________________

   Annual cost: $ _____________________ Cost per student: $ ________________________

   Recurring costs: $ ________________________________

   How will the Waiver Proposal be funded?

______________________________________________________________________________

3. The Waiver Proposal should promote an approach or method that is outlined in a body of citable research. Please cite the sources that indicate the effectiveness of the approach you will implement:

______________________________________________________________________________

______________________________________________________________________________

4. The Waiver Proposal should promote enriched or enhanced delivery of District curriculum or state frameworks and the associated pedagogy. Please comment:

______________________________________________________________________________

______________________________________________________________________________
5. The Waiver Proposal supports and promotes the District focus on one or more of the following:

- Cooperative learning
- Interdisciplinary curriculum
- Learning styles
- Meaning centered learning
- Equity and excellence
- Democratic ideals/responsible citizenship
- Student motivation and achievement

Please comment:

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

6. The Waiver Proposal must be appropriate for students' developmental levels. Comment if applicable:

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

7. What issues or concerns will this proposal raise at the school?

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

How do you plan to address them?

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

8. What issues or concerns will this proposal raise with other schools or the District?

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

How do you plan to address them?

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________

9. How will the effectiveness of this proposal be evaluated? State criteria and method of measurement:

_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
_________________________________________________________________________________________
10. What proposals are in place or will need to be developed in order to manage this proposal?
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

11. In order to implement the Waiver Proposal, the following will be needed:
State specific section, item and page number:
Education Code: _______________________________________________________________
District Policy: _________________________________________________________________
MTA Contract: _________________________________________________________________
Accepted or Past Practice: _______________________________________________________

Submitted by: ___________________________ Date: ___________________________
Principal

School-Based Management Council Chairperson: _________________________________

School-Based Management Council Members:
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________
WAIVER RENEWAL WORKSHEET

20__ - 20__

School submitting Waiver Proposal: _______________________________________________________

Title of Proposal: _______________________________________________________________________

Brief Description of Proposal:
___________________________________________________________________________________________
___________________________________________________________________________________________

Seventy-five percent (75%) of appropriate employee group or groups have approved the RENEWAL of this waiver, as per Memorandum of Understanding.

1. Evaluate the effectiveness of this waiver in meeting stated outcomes:
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

2. Annual costs: $ __________________________________________________

Cost per Student: $ ____________________________

How was the waiver funded?
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

3. Adjustments to the current proposal that are planned for next year:
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

[ - 149 - ]
School-Based Management Council requests continuation of this Waiver for the 20___-20___ school year:

________________________________________  ___________________________________
Chairperson  Principal

School-Based Management Council Members:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

[Attachment 1 continued]
WAIVER PROCESS FLOW CHART

**Stage I**
SCHOOL-BASED MANAGEMENT COUNCIL

**Stage II**
SBM CONTRACT/POLICY ADMINISTRATION COMMITTEE

**Stage III**

<table>
<thead>
<tr>
<th>EDUCATION CODE</th>
<th>BOARD POLICY</th>
<th>MTA CONTRACT</th>
<th>CSEA CONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td>Superintendent</td>
<td>Bargaining Unit</td>
<td>Negotiations MOU</td>
</tr>
<tr>
<td>Public Hearing</td>
<td>BOE has authority to waive</td>
<td>Supt &amp; Board review</td>
<td>Approve By Exec. Board &amp; Membership</td>
</tr>
<tr>
<td>Superintendent &amp; Board submits</td>
<td>Both Parties Must approve</td>
<td>Approved by BOE</td>
<td></td>
</tr>
</tbody>
</table>

**Stage IV**
WAIVER IMPLEMENTED

**Stage V**
ANNUAL EVALUATION & REQUEST FOR RENEWAL
Memorandum of Understanding

Between

Morongo Teachers Association (MTA) and Morongo Unified School District (MUSD)

This Memorandum of Understanding is for the purpose of documenting and clarifying signing bonuses that are given to attract applicants to positions requiring Education Specialist, Math and/or Science credentials.

For the 2019-20 school year applicants, new to the District, hired into positions requiring Education Specialist (SpEd), Math, and/or Science credentials shall receive a $5,000 signing bonus (subject to all withholdings) half to be received in the first pay warrant and half upon completion of a full school year with a successful evaluation in the final pay warrant of the 2019-2020 school year.

This MOU shall sunset on June 30, 2020.

Keith Reed
MTA Bargaining Chair

Date: 9/6/19

Mike Gheber
MUSD Asst Superintendent of Human Resources

Date: 9-6-19
Memorandum of Understanding

Between

Morongo Teachers Association (MTA) and Morongo Unified School District (MUSD)

This Memorandum of Understanding is to clarify the calculation of class size bonus language.

Section 1: Class Size Bonus

a) A stipend shall be awarded to teachers by the end of the school year. The stipend will be $200 per student when the class size average (as calculated below) exceeds the maximum class size [as referenced in Article P (a) (1)]. At elementary, in the mainstream classroom, Special Day Class (SDC) students must be mainstreamed for at least twenty-five percent (25%) of the school day in order to count for the class size bonus. The above class size figures shall not apply to experimental classes or traditionally large group classes such as band and choir, or when teaching stations or programs may allow larger sizes.

Class Size Bonus shall be calculated as stipulated below:

1) Elementary: class enrollment on the last day of attendance months 1, 2, 3, 4, 5, 6, and 7 will be added together and divided by seven (7) to obtain the class size average. An average of point 1 (.1) or more will be calculated as a full student.

2) Secondary: class enrollment (add the total enrollment of all sections taught and divide by the number of sections taught, excluding advisory sections) on the last day of attendance months 1, 2, 3, 4, 5, 6, and 7 will be added together and divided by seven (7) to obtain the class size average. An average of point 1 (.1) or more will be calculated as a full student.

3) Special Education: for class size bonus calculations, the following shall be followed:
   a. When the Resource Specialist’s average caseload (as calculated above) exceeds twenty-eight (28) a class size bonus shall be awarded at $200 per student over twenty-eight (28).
   b. When the average enrollment in a Special Day Class exceeds eighteen (18) (as calculated above) a class size bonus shall be awarded at $200 per student over eighteen (18).

This MOU shall sunset on June 30, 2020.

Keith Reed  
MTA Bargaining Chair

Mike Ghetter  
MUSD Asst Superintendent of Human Resources

Date: 9/6/19  
Date: 9/6/19
MEMORANDUM OF UNDERSTANDING

Between

The Morongo Unified School District and

The Morongo Teachers Association

The purpose of this MOU is to clarify Article I: Teaching Conditions, Section 4(b): Conference Periods:

“At the elementary level, full-session regular classroom bargaining unit employees will be provided release time for preparations or conference periods. Preparation or conference periods will take place for a minimum of one hundred (100) continuous minutes or two (2) fifty (50) continuous minutes weekly for a minimum of one hundred (100) minutes weekly as established by the District during the school day on the school site.”

At the elementary level, some teachers may miss their prep period(s) due to a minimum day that lands on a particular prep period day. Each site principal will be responsible for making arrangements to make up the teacher’s lost prep period. This will take place within two weeks of the lost prep period. If holidays interfere with the two weeks, the teacher will have the opportunity to make up their prep period as soon as possible.

This Memorandum of Understanding is in effect from July 1, 2019 until June 30, 2020.

Morongo Unified School District:

Date: 5/29/19

Morongo Teachers Association:

Date: 5/29/19
Memorandum of Understanding
Between
Morongo Teachers Association and Morongo Unified School District

Purpose: This MOU is intended to supplement Article O, section j (Involuntary Transfers) to reflect the current past practice of selection for involuntary transfer.

j) Involuntary transfers or reassignments may be implemented by the District management whenever, in the sole discretion of the District, said transfers or reassignments are in the best interests of the District. Said transfers or reassignments shall be based on educationally related needs of the District.

MTA and MUSD agree that when it becomes necessary to reduce certificated staff at a site, the principal shall first ask for volunteers to be transferred.

Absent volunteers, the parties agree that the primary determining factor for involuntary transfer shall be how long a bargaining unit member has been at the site in question (i.e., “site seniority”). The unit member with the least amount of site seniority shall be the first to be transferred to another site. However, if this person serves in a specialized position (i.e., counselor, MTSS coordinator) for which there are no other certificated staff or unit member willing to take the specialized position, the unit member with the next least amount of site seniority shall be transferred to another site.

A bargaining unit employee affected by such a transfer or reassignment shall be given notice as soon as administratively practicable. When requested by the bargaining unit employee, a conference will be held between the appropriate management person and the bargaining unit employee to discuss the reason for the transfer.

The District shall give written notice of the educationally related needs for the involuntary transfer or reassignment to the bargaining unit employee. An affected bargaining unit employee will have the opportunity to have the transfer or reassignment reviewed by a committee including two (2) representatives of the District and two (2) representatives of the Association prior to the effective date of the transfer. The request for the explanation or the review must be made within five (5) days of actual receipt of notice. The District will give due consideration to the findings of the committee. Such a decision and the basis therefore, are specifically excluded from the grievance procedure, unless two (2) employees or more of the committee conclude that the action is punitive or arbitrary.

This MOU shall sunset on June 30, 2020 or upon a negotiated revision to the CBA.

[Signature]  [Signature]
Morongo Teachers Association  Morongo Unified School District

3/28/2019  3/28/19
Date  Date