

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Upland Teachers Association  
CTA/NEA**

**And**

**Upland Unified School District**

**Adopted June 25, 2019**

**Effective until June 30, 2021**



**Upland Teachers Association/CTA/NEA  
Contract Agreement  
With  
Upland Unified School District**

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## **ARTICLE 1: AGREEMENT**

- 1.1 This is an Agreement made and entered into this June 25, 2019 between the Upland Unified School District (hereinafter referred to as the "District") and the Upland Teachers Association, affiliated with the California Teachers Association and the National Education Association (hereinafter referred to as the "Association").
- 1.2 This Agreement shall remain in full force and effect up to and including June 30, 2021.
- 1.3 In addition to Appendices A I, B I and C, each party for the 2019-2020 and 2020-2021 school years may reopen two (2) items.
  - 1.3.1 Notice of items to be re-opened in any given school year shall be submitted by February 1<sup>st</sup> of that school year.
  - 1.3.2 Upon request of either party, the District and Association agree to meet and negotiate the impacts and effects of LCAP implementation, as required by the Educational Employment Relations Act (EERA).
- 1.4 The parties agree that any new funded COLA monies received by the District from the State shall be open for negotiations to enhance the employee total compensation package. Additionally, new non-restricted funds received by the District from the state shall be opened for negotiations.
- 1.5 If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
  - 1.5.1 It is further agreed that within fifteen (15) working days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

## **ARTICLE 2: RECOGNITION**

- 2.1 The term "unit member" shall mean any member of the bargaining unit as set forth in this Article.
- 2.2 The District recognizes the Association as the exclusive representative of all employees in the certificated bargaining unit, which include the following positions:

General Education Classroom Teachers, Special Education Teachers, Counselors, Directors of Attendance/Discipline, School Nurses, School Psychologists, Professional Development Instructors, Music Coordinator, Elementary Music Teachers, Elementary Art Teachers, Certificated Librarian, Speech Language Pathologists, Occupational Therapists, Physical

Education Specialists, Work Experience Teachers, “Step-Up” Preschool Teachers, Teachers on Assignment, and Temporary Contract Teachers.

- 2.3 The following positions shall not be included in the certificated bargaining unit:

Management positions of Superintendent of Schools, Assistant Superintendents, Directors, School Principals, Assistant Principals, Program Specialists, Coordinator of Learning Innovations, Adult Education Teachers, all day to day Substitute Teachers, Teachers hired on an hourly basis, Long Term Substitute Teachers called for consecutive days for the same teacher and not eligible for employment under Education Code 44920 and its successors, and Casual Employees.

- 2.4 The parties agree that the unit is appropriate and that no clarification of the unit shall be sought either as to the specific exclusions or the enumerated inclusions; except that this waiver does not include clarification regarding any future positions which were not included in the inclusions and exclusions as set forth herein, and which may be included by mutual agreement of the parties.

### **ARTICLE 3: SUPPORT AGREEMENT**

- 3.1 The Board and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process.
- 3.2 The Association and the District recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all parties involved to do so.
- 3.3 During the term of this Agreement, the Association and the District agree that the parties shall not be obligated to negotiate except as may be mutually agreed.

### **ARTICLE 4: DISTRICT RIGHTS**

- 4.1 It is understood and agreed that the District retains all of its power and authority to direct, manage and control the operation of the District to the full extent as permitted by law. The District shall have exclusive rights to: determine the time and hours of operation other than those hours covered by this Agreement; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of any emergency. In addition, the Board retains the right to hire, classify, assign, transfer, promote, and evaluate as provided for in this Agreement, terminate and discipline bargaining unit members pursuant to the Education Codes. (44955-44944-44943)

## **ARTICLE 5: ASSOCIATION RIGHTS**

### **5.1 Mail Facilities**

- 5.1.1 The Association shall have the right to use the District mail service, email systems and unit member mailboxes for communication of Association business to unit members without interference, censorship, or examination of such communications by the employer.

### **5.2 Bulletin Boards**

- 5.2.1 The Association shall have the right to post notices of activities and matters of Association business on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members.

### **5.3 Use of Buildings and Equipment**

- 5.3.1 The Association shall have the right to use school facilities and equipment for meetings and other Association activities, provided that such activities or use do not interfere with classroom instruction. The use of such equipment and facilities is subject to payment for damage, for unreasonable wear, and for consumable goods.

### **5.4 Access to Work Site**

- 5.4.1 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities provided that such activities or use do not interfere with classroom instruction.

### **5.5 Access to Information**

- 5.5.1 The District, upon request by the Association, agrees to furnish to the Association, within five (5) working days, all available information concerning the financial resources and professional staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto, excluding confidential personnel matters, at the time of distribution to the Board, census and membership data, names, addresses, and phone numbers of all unit members, salaries paid thereto, educational background, and other information that may be used in negotiations and processing grievances. In addition, the District, upon request, agrees to provide any other information that will assist the Association to fulfill its role as exclusive representative.
- 5.5.2 The District shall provide a copy of the District Directory to all unit members, and shall provide the Association with five (5) copies.

## 5.6 Appointment to District Committees

- 5.6.1 The Association shall be entitled to select one representative to serve on all District committees related to Article 10 (Consultation and Shared Decision-Making).
- 5.6.2 The Association shall not have the right to appoint a representative to those committees involved in the selection of candidates for promotional positions and committees dealing solely with management matters.
- 5.6.3 The representative selected by the Association shall be authorized by the Association to participate in committee decisions without the necessity to get the approval of the Association prior to voting.

## 5.7 Association Business

- 5.7.1 The Association President shall be given a District paid substitute equivalent to 20% of the President's contracted work year.
- 5.7.2 The Association President shall be given a District paid substitute equivalent to 25% of the President's contracted work year provided that the Association provides funding for a minimum of 25% additional release.
- 5.7.3 The Association officers or those designated by the Association to conduct Association business shall receive, upon request and 24 hours notice, up to ten (10) days of release time each school year with pay for the duration of this agreement.

## 5.8 Site Meetings

- 5.8.1 Ten (10) minutes shall be provided during the faculty meetings for Association announcements provided that any unit member who does not wish to participate shall be provided the opportunity to leave.

## 5.9 Additional Educational Needs

- 5.9.1 The Association may use available school equipment at reasonable times in order to prepare materials for presentation to the Board of Trustees on issues regarding curriculum materials, Federal/State proposals, and other educational matters; provided the use is limited to the above matters and is not used for Association business.

## 5.10 New Position

- 5.10.1 The parties agree that duties which bargaining unit members may be qualified to perform, shall be offered first to certificated employees in the bargaining unit. Each applicant shall be interviewed by the administration and the most qualified, as deemed by the administration, shall be offered the position.

5.10.2 In the event no applicant is deemed qualified by the administration, the district may recruit and select outside personnel, who shall become a part of the bargaining unit pursuant to Article 2.2.

#### 5.11 New Employee Orientation

5.11.1 A representative from the Association shall be given the opportunity to make a presentation (not to exceed 120 minutes) during the District's new employee welcome and orientation session. The District shall provide the Association with at least ten (10) days' notice prior to the date of the new employee welcome and orientation session each year. Employees hired after the annual new employee welcome and orientation session, shall be given access to view a recorded version of the Association's presentation online and any materials distributed by the Association.

#### 5.12 Sharing Employee Information

5.12.1 The District shall provide the Association with the name, job title, department, work site, home and personal cellular phone numbers, personal email addresses on file with the District, and home addresses of newly hired employees, within thirty (30) days of hire or by the first pay period of the month following hire.

5.12.2 The District shall provide the Association with the name, job title, department, work site, home and personal cellular phone numbers, personal email addresses on file with the District, and home addresses for all members of the bargaining unit, at least every one hundred twenty (120) days or upon request.

### **ARTICLE 6: ORGANIZATIONAL SECURITY**

#### 6.1 Dues Deduction

6.1.1 Any unit member who is a member of the Upland Teachers Association/California Teachers Association/National Education Association, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Upon receiving certification from the Association of such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately deducted for the remainder of the year.

6.1.2 With respect to all sums deducted by the District pursuant to section 6.1.1 above, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

- 6.1.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of section 6.1 of this Article.

## 6.2 Payroll Deduction

- 6.2.1 Upon authorization being duly completed and executed by the unit member, the District shall provide exclusive dues deductions, without cost to the Association, for the normal and regular monthly Association membership dues. The District shall provide other deductions within the payroll deduction capacity as set forth on the standard San Bernardino County form. Transmittals to the Association shall be made as soon as practicable after the withholding of authorized deductions. The District shall put into effect any new, changed, or discontinued deductions as soon as practicable.

## **ARTICLE 7: MAINTENANCE/APPLICATION OF STANDARDS**

- 7.1 The District shall not reduce or eliminate any benefits or professional advantages that were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.
- 7.2 This Agreement shall supersede any rules, regulations or practices of the District, which are or may in the future, be contrary to or inconsistent with its terms.

## **ARTICLE 8: NON-DISCRIMINATION**

- 8.1 In accordance with District policy and state/federal laws, the District prohibits discrimination, harassment, intimidation and bullying of unit members based on their actual or perceived race or ethnicity, gender/sex (including gender identity, gender expression, pregnancy, childbirth, breastfeeding and pregnancy-related medical conditions), sexual orientation, religion, color, national origin, ancestry, physical or mental status, marital status, registered domestic partner status, age (40 and above), genetic information, political belief or affiliation (not union related), a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state or local law, ordinance, or regulation in any program or activity it conducts or to which it provides significant assistance. In accordance with the Educational Employment Relations Act, the District prohibits discrimination for participating in protected union activities.
- 8.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

## **ARTICLE 9: EMPLOYEE DISCIPLINE**

### **9.1 Employee Discipline**

9.1.1 Except for the provisions of Education Code 44932 et seq, no unit member shall be disciplined absent just cause and according to the principles of progressive discipline.

### **9.2 Progressive Discipline**

9.2.1 Progressive discipline shall include the following steps:

#### **I. Counseling and Verbal Warning**

Upon the non-application of a rule, regulation, or statute, the unit member shall be apprised of the rule, regulation or statute that the unit member is alleged to have violated.

The unit member shall be counseled as to the necessity of following such rule, regulation or statute. The unit member shall be informed as to the consequences of continued non-compliance or a repeat offense. A conference summary of the meeting shall be provided to the unit member but shall not be placed in the unit member's personnel file.

#### **II. Written Warning**

A written warning shall be issued upon the second infraction warranting disciplinary action.

A written warning shall not be issued unless the unit member has first been verbally warned about similar actions within the previous twelve (12) months.

A written warning may be placed in the unit member's personnel file. The unit member may respond in writing to the written warning within ten (10) duty days of receipt of the written warning. Such written responses shall be placed in the unit member's personnel file.

#### **III. Written Reprimand**

A written reprimand shall be issued upon the third infraction warranting disciplinary action.

A written reprimand shall not be issued unless the unit member has first received a written warning about similar actions within the previous twelve (12) months.

A written reprimand may be placed in the unit member's personnel file. The unit member may respond in writing to the written reprimand within ten (10) duty days of receipt of the written reprimand. Such written responses shall be placed in the unit member's personnel file. The bargaining unit member shall sign the written reprimand acknowledging receipt and receive a copy.

#### IV. Serious Misconduct

In cases of serious misconduct, the forgoing remedial steps need not be taken, and the District may advance to the level of discipline such that is appropriate to the level of misconduct. Serious misconduct that may warrant such action shall include actions that violate the California Education Code or willful, egregious, or deliberate violations of District Policies.

### 9.3 Non-Notification of Rules, Regulations and Statutes

9.3.1 A unit member shall not be disciplined for any violation of rules, regulations or statutes of which the employee has not been apprised.

### 9.4 Association Notification of Disciplinary Action Meeting

9.4.1 The District shall notify the Association of any meeting to be held with a bargaining unit member regarding a contemplated disciplinary action, including levels I-IV of the progressive discipline steps outlined above. Notice shall be made to the Association prior to the meeting and include the name of the bargaining unit member as well as the date, time and location of the meeting.

### 9.5 Right to Representation

9.5.1 The unit member shall have the right to Association representation at all meetings regarding employee discipline or proposed disciplinary action, including levels I-IV of the progressive discipline steps outlined above.

### 9.6 Confidentiality

9.6.1 All information or proceedings regarding any actions or proposed actions pursuant to the Article shall be kept confidential by the parties to the extent permitted by law.

### 9.7 Employee Suspension

9.7.1 Immediate suspension may be made for reasons specified in Education Code section 44939.

9.7.2 Suspensions made without pay shall not reduce or deprive the unit member of health and welfare benefits.

## 9.8 Rights of Unit Members

9.8.1 This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code sections 44932 and 44944.

## 9.9 Personnel Files

9.9.1 There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.

9.9.2 Materials in the personnel file of a unit member are to be made available for the inspection of the person involved.

9.9.2.1 Such material is not to include ratings, reports, or records which:

1. were obtained prior to the employment of the person involved,
2. were prepared by identifiable examination committee members,
3. were obtained in connection with a promotional examination.

9.9.2.2 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.

9.9.3 Information of a derogatory nature, except material mentioned in Section 9.9.2.1, shall not be entered or filed unless and until the unit member is given a copy of the materials and an opportunity to review and comment thereon. Any unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

9.9.4 The unit member shall have ten (10) working days in which to respond in writing prior to the filing of any derogatory information.

9.9.5 Any document containing any information of a derogatory nature which is to be included in a unit member's personnel file kept in the Personnel Office, shall state that this information is to be placed in that file.

9.9.6 All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared and the unit member. The unit member's signature does not necessarily imply agreement.

9.9.7 Copies of any information of a derogatory nature kept at the school site shall be given to the unit member.

- 9.9.8 Access to a unit member's personnel file shall be limited to management employees. Access authorization must be obtained from either the Superintendent or Personnel Officer. Except when disclosure is required by law, the contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or their authorized Association representative.

## 9.10 Public Charges

- 9.10.1 A complaint or charge filed in writing by a parent, student or citizen against a unit member whom the administrator believes is significant shall be processed with Association representation at all levels, upon request by unit member.
- 9.10.1.1 A preliminary investigation of any charge may be made by an administrator with the full knowledge of the unit member. If this investigation reveals a serious or unresolved charge, the unit member shall be informed immediately and the person making the original complaint shall state the charge in writing and sign it. If the complainant refuses to do this, the charge shall be dropped.
- 9.10.1.2 Those involved shall receive written notification of the charge within five (5) working days after the charge has been reduced to writing and submitted to the District. A unit member shall have the right to Association representation at any conference or investigatory meeting.
- 9.10.1.3 If the charge cannot be resolved at the local school level, the Superintendent or his/her designee shall make a thorough investigation of the alleged charge and attempt to effect a resolution. The term "resolution" as used in this section shall mean the resolution to the point that neither the charging party nor the unit member wishes to pursue this issue to another level.
- 9.10.1.4 In the event resolution cannot be affected by the Superintendent or his/her designee, the Superintendent or the employee may present findings to the Board of Trustees for appropriate action. The employee(s) shall have the right to be present during the presentation of any information or evidence having bearing on the charge.
- 9.10.1.5 If the charges are presented to the Board of Trustees, they shall be received in executive session unless otherwise requested by the unit member being charged.
- 9.10.1.6 Complaints, which are withdrawn or shown to be false, shall not be placed in the unit member's personnel file or shall be removed from the unit member's personnel file. Further, they shall not be utilized in any evaluation or disciplinary action against the unit member.

## **ARTICLE 10: CONSULTATION AND SHARED DECISION-MAKING**

10.1 The Association shall be provided consultation rights regarding the definition of educational objectives, the determination of the content of courses in curriculum, the selection of textbooks, and all working conditions which affect unit members, to the extent that such matters are within the discretion of the District; provided, however, that the inclusion of this provision in the Agreement does not limit in any way the same right of consultation on the part of any individual employee.

### **10.2 District and Association Collaboration**

10.2.1 A District Level Standing Committee shall meet monthly and as necessary for collaboration and consultation purposes as defined in Article 10.1.

10.2.2 This Committee shall consist of twelve individuals, six representatives shall be appointed by the District and six representatives shall be appointed by the Association.

10.2.2.1 At least one representative shall be appointed from each of the three grade level groupings: K-6, 7-8 and 9-12.

10.2.3 This Committee shall have the authority to create and convene temporary subcommittees as necessary. Such subcommittees shall operate under/within the scope of the Standing Committee.

### **10.3 School Site Collaborations**

10.3.1 The Upland Teachers Association and the Upland Unified School District believe that the students of our community are best served at school sites where there is open dialog and collaboration between unit members and administration. The goal of collaboration is to provide staff and administration opportunities to share in the ownership and responsibility for some of the site decisions.

10.3.2 Site collaboration and shared decision-making are processes for obtaining input, identifying issues and interests, identifying options, developing, implementing and evaluating programs. Collaboration and shared decision-making are methods to facilitate some decisions that are fundamental to the successful operation of the school site and the improvement of student performance.

10.3.3 The process for selecting committee(s) membership and operating procedures shall be established collaboratively and reviewed annually at each site. In all cases, certificated staff members shall select certificated staff members. It is recognized that specific committees may be established for a site-specific need. Site committee(s) shall include 1) representatives from administration and 2) certificated staff members from grade levels or departments/divisions as appropriate. The certificated staff members shall, at all times, constitute a majority of the total

committee except where the committee composition is mandated by State or Federal regulations.

10.3.4 Collaboration and shared decision-making are not processes to replace the site administrator's ultimate responsibility for site management.

10.3.5 The inclusion of this provision in the Agreement does not limit in any way the same right of consultation or collaboration on the part of any individual employee.

10.3.6 A consensus model shall be used for: site budget development, site student intervention programs, site staff development activities, site discipline plans, the development of curriculum to meet student needs, the content of courses in the curriculum and all non-mandated programs prior to School Board approval.

10.3.7 A consultation model shall be used for grade level/class assignments, duties, adjunct assignments, room assignments, and the evaluation process.

## **ARTICLE 11: NEGOTIATIONS PROCEDURE**

11.1 Except as set forth in Article 1, the Association agrees to present to the District its proposal for a successor agreement by no later than 120 calendar days prior to the expiration of this agreement; and the District agrees to begin negotiations on a successor agreement no later than sixty (60) calendar days after the official receipt of the Association's proposal.

11.2 The parties shall meet and negotiate in good faith on negotiable items on a successor Agreement beginning no later than five (5) working days after the regular scheduled School Board Meeting in which the Board's initial proposal is presented. Any Agreement reached between the parties shall be reduced to writing and signed by them.

11.3 Hold Harmless Clause

11.3.1 No reprisal of any kind shall be taken by any person(s) or group(s) whatsoever against any member of the Association for their participation in the development of this Contract.

## **ARTICLE 12: PRESCHOOL**

12.1 Class Size

12.1.1 The District shall maintain a student to teacher ratio of 15 to 1 for preschool; the ratio shall include seven (7) special education students and eight (8) general education students per class.

## 12.2 Work Day and Work Week

- 12.2.1 The work day for preschool teachers on Fridays shall be four (4) hours.
- 12.2.2 The preschool teachers' workweek includes both instructional time and planning/preparation/IEP/staff meeting time, the structure of which shall be determined by the preschool teachers and their immediate supervisor.
- 12.2.3 No more than seven (7) of the planning days/preparation days per school year may be utilized for any activity other than teacher planning, preparation and/or staff meetings.

## 12.3 Parent Conferences

- 12.3.1 Preschool teachers shall conduct conferences for the purposes of communicating with parents, with an additional conference being scheduled for the annual IEP meeting for special education students only, as appropriate.
- 12.3.2 Two (2) days of conferences shall be scheduled in the fall for all students. Two (2) days of conferences shall be scheduled in the spring for all special education students and for any general education students as deemed necessary by the teacher.
- 12.3.3 Preschool teachers shall be provided with full-day substitutes for the four (4) conference days.
- 12.3.4 When an initial IEP meeting is held during the school day, a substitute shall be provided for the child's preschool teacher in order for the preschool teacher to participate in the meeting.

## 12.4 Adjunct Duties

- 12.4.1 Preschool teachers shall be assigned adjunct duties for the preschool students only.
- 12.4.2 Preschool teachers shall provide an orientation for parents on the first day of school. The preschool program shall not participate in a Back-To-School-Night event.
- 12.4.3 Preschool teachers shall provide an annual Open House event for parents and students. Each preschool teacher shall be granted a minimum day to be arranged by mutual agreement between the unit member and the immediate supervisor as compensation for being required to return to work for an evening event.

## **ARTICLE 13: TEACHING HOURS/ADJUNCT DUTIES**

### **13.1 Length of Workday**

13.1.1 The workday for unit members shall be a professional day, including a thirty (30) minute duty-free lunch. The professional day is governed by the unit members' instructional responsibilities as identified by the standards listed in Appendix H rather than by a fixed starting and ending time. These responsibilities include attendance at IEP meetings within reason.

13.1.2 On those days when K-12 unit members are required to return for an evening meeting, i.e., Open House, Back-to-School Night, or other events, the site shall schedule a minimum day the day before, the day of, or the day after the event. Three (3) minimum days shall be scheduled at the end of each semester for finals for grades 9-12. There shall be two (2) minimum days the last week of school for grades 7-8. The last day of the school year shall be a minimum day for grades K-6 and continuation high school.

13.1.2.1 On those days when a 7-12 counselor or Director of Attendance and Discipline is required to return for an evening duty beyond the maximum number of duties that are required of a classroom teacher, the counselor or Director of Attendance and Discipline shall be granted a minimum day to be arranged by mutual agreement between the unit member and the immediate supervisor.

13.1.3 If a unit member assumes duties on weekends, with the exception of extra-curricular/co-curricular assignments, or substitutes during his/her conference period, he/she shall be paid at the rate set forth in Appendix "A".

If a unit member assumes duties or responsibilities beyond those that are required in this provision, or if a unit member is assigned specific curriculum development beyond the regular teaching assignment, the unit member shall be paid at the rate set forth in Appendix "A".

13.1.4 When it becomes necessary for a 7-12 unit member to teach an additional instructional period on a regular and continuous basis, a systematic process for selection shall be utilized to determine the order in which unit members shall be offered the position. Compensation for teaching an additional instructional period shall be as provided for in Appendix A XI.

13.1.4.1 The following criteria shall be applied in determining under what circumstances a 7-12 unit member qualifies to teach an additional instructional period:

- a. Unit members assigned to teach an additional instructional period must have received a proficient or exemplary rating on the most recent evaluations.

- b. First priority shall be given to unit members who are highly qualified under current federal and California state laws in the particular subject matter they are being assigned to teach.
- c. The assignment of a unit member to teach an additional instructional period shall be completely voluntary.

13.1.4.2 The following process shall be utilized in determining how 7-12 unit members shall be selected to teach an additional instructional period:

- a. The District shall maintain a database of unit members by hire date, from most senior unit member to least senior unit member.
- b. Additional instructional periods that become available up to ten (10) working days prior to the first day of a new work year, shall be offered to unit members who meet the qualifications in Article 13.1.4 based upon a rotation using the database in Section a above. Qualified unit members shall be offered the additional instructional period in the order they appear on the rotation, beginning at the top.
- c. Additional instructional periods that become available after ten (10) working days prior to the first day of a new work year, shall be offered to unit members who meet the qualifications in Article 13.1.4 based upon a rotation using the database in Section a above. However, the candidates shall be reduced to unit members who have been assigned a conference period in which the additional section is needed. Qualified unit members who have been assigned a conference period in which the additional section is needed shall be offered the additional instructional period in the order they appear on the rotation, beginning at the top.
- d. Prior to the first day of a new work year, a unit member shall have forty-eight (48) hours in which to accept an offer to teach an additional instructional period. If the unit member has not responded prior to the end of the forty-eight (48) hour time limit, the additional instructional period shall be offered to the next unit member in the rotation. From the first day of a new work year onward, a unit member shall have twenty-four (24) hours in which to accept an offer to teach an additional instructional period. If the unit member has not responded prior to the end of the twenty-four (24) hour time limit, the additional instructional period shall be offered to the next unit member in the rotation.

- e. Unit members who are assigned to teach an additional period shall be moved to the bottom of the rotation list for the next school year.
- f. In the event that there is more than one unit member qualified to teach an additional instructional period at the top of the rotation, lot shall be utilized to break the tie.
- g. Unit members who are assigned to teach an additional period remain accountable for the instructional responsibilities as stated in Article 13.1.1.

13.1.5 Except as prohibited by State or Federal regulations, the duties for student supervision and other adjunct duties shall be distributed on a rotating basis among all unit members assigned full-time at the school site. This rotation shall continue year to year.

13.1.5.1 Two (2) mid morning recess aides shall be assigned to each elementary site with an additional aide assigned to schools with an enrollment of 650 students.

13.1.6 Upon prior approval by the immediate supervisor, a unit member may be granted release time provided the unit member, prior to being granted release time, agrees to perform additional equivalent services.

13.1.7 The teaching hours and conference time for a "traveling teacher" shall be equal to the hours of the classroom teachers who work at the level of instruction to which the "traveling teacher" is assigned. This time shall include travel time.

## 13.2 Working Conditions – Non-Classroom Unit Members

13.2.1 The work year for a Director of Attendance/Discipline and a 9-12 continuation high school counselor shall extend beyond the teachers' work year by five (5) working days, as mutually agreed upon. The compensation for the five (5) days and any additional days to be assigned shall be prorated. Office space shall be provided for counselors.

13.2.2 The work year for a 7-8 counselor, shall extend beyond the teachers' work year by seven (7) working days, as mutually agreed upon. The compensation for the seven (7) days and any additional days to be assigned shall be prorated. Office space shall be provided for counselors.

- 13.2.3 The work year for a 9-12 comprehensive high school counselor shall extend beyond the teachers' work year by ten (10) working days, as mutually agreed upon. The compensation for the ten (10) days and any additional days to be assigned shall be prorated. Office space shall be provided for counselors.
- 13.2.4 The work year for a psychologist shall extend beyond the teachers' work year by fourteen (14) working days, as mutually agreed upon.
- 13.2.5 The District shall assign at least three (3) full-time credentialed nurses.
- 13.2.6 The District shall employ at least one (1) full-time credentialed librarian who is assigned to the high school media center. The work year shall extend beyond the teachers' work year by ten (10) additional days. Compensation for the additional ten (10) days shall be prorated.
- 13.2.7 The work year for the District Music Coordinator shall extend beyond the teachers' work year by twenty (20) working days as mutually agreed upon. The compensation for the twenty (20) days and any additional days to be assigned shall be prorated.
- 13.2.8 The District shall employ specialists to provide a minimum of fifty (50) minutes of release time for planning per week for teachers in grades four through six.

### 13.3 Conference Time

- 13.3.1 All 7-12 teachers shall be assigned a conference period within the six (6) period day. The conference period shall be the same length as the regular class period.
- 13.3.2 Unit members shall not be required to substitute during their conference period.
- 13.3.3 If a unit member at the 7-12 level volunteers to substitute during the conference period, he/she shall be paid at the rate set forth in Appendix "A".
- 13.3.4 Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/conference period and lunch period as do other unit members.
- 13.3.5 Unit members who provide home hospital instruction shall receive one (1) hour of planning time for every five (5) hours of instructional time at the unit member's daily rate daily rate.
- 13.3.6 Unit members who provide home hospital instruction, in addition to their regular teaching assignment and who have a home hospital special education case load, shall receive three (3) hours of IEP planning time per student on the unit member's case load at the unit member's daily rate.

#### 13.4 Faculty Meetings

13.4.1 K-8 and continuation high school unit members shall attend faculty meetings not in excess of two (2) per month with the first meeting scheduled on the first Monday of each month and the second meeting on the third Monday of each month. In the event the faculty meeting falls on a school holiday, the meeting may be held on the next school day. The first faculty meeting of the month shall not be more than ninety (90) minutes in length. The second faculty meeting of the month shall not be more than thirty (30) minutes in length. Meetings shall start within thirty (30) minutes of the end of the instructional day.

13.4.2 9-12 comprehensive high school unit members shall attend faculty meetings not in excess of two (2) per month. One meeting shall not be more than forty-five (45) minutes in length. The other meeting shall not be in excess of seventy-five (75) minutes in length. The meetings shall be scheduled on the second and fourth Wednesdays of each month in lieu of collaboration time. Meetings shall start within thirty (30) minutes of the end of the instructional day.

#### 13.5 Minimum Day

13.5.1 Minimum day shall be in accordance with Education Code 46140, 46141, 46142, 46201, and other applicable sections of the Education Code.

#### 13.6 Instructional Day

13.6.1 Instructional Day shall be in accordance with Education Code 46201.

#### 13.7 Elementary Planning Days

13.7.1 No more than seven (7) of the K-6 planning days per school year may be utilized for any activity other than teacher planning.

#### 13.8 Work Year

13.8.1 Unit members shall provide instruction for 180 days per year. In addition, unit members shall have two (2) in-service days prior to the first day of student instruction and two (2) in-service days scheduled during the school year.

13.8.2 The school year calendars listing all instructional days, non-instructional days, and non-contract days are included as Appendix G.

#### 13.9 Parent-Teacher Conferences

13.9.1 All K-6 sites shall have six (6) early release days for parent-teacher conferences for all students during the first reporting period. Four (4) early release days during the second reporting period and three (3) early release days prior to the end of the

school year shall be provided for parent-teacher conferences with parents of students who are at risk of retention.

- 13.9.2 Each 7-8 site shall have five (5) minimum days for parent-teacher conferences. There shall be two (2) in the first trimester and two (2) in the second trimester. One (1) shall be in the third trimester at which time teachers shall meet with parents of students who are at risk of retention

#### 13.10 Summer School Provisions

- 13.10.1 The summer school work day for unit members in grades 9-12 and special education shall be the minimum number of instructional minutes required for class credit.
- 13.10.2 The summer school work day for unit members in grades K-8 shall be equal in instructional minutes to the 9-12 work day.
- 13.10.3 The summer school workday for unit members teaching preschool shall be 180 instructional minutes per day.

### **ARTICLE 14: CLASS SIZE/CASE LOAD**

#### 14.1 Class Size

- 14.1.1 The District shall maintain the student to teacher ratio of 29 to 1 for grades four through six. The District shall maintain a student to teacher ratio in kindergarten through grade three consistent with Education Code 52120-52128. The District shall maintain the student to teacher ratio of 27.5 to 1 in grades seven through twelve (33 to 1 based on a five period day with a conference period) except in traditionally large classes. The District shall maintain the student to teacher ratio of 18 to 1 for alternative high schools. The District shall maintain the student to teacher ratio of 15 to 1 for opportunity classes. Classes out of compliance must level within three weeks. When enrollment in traditionally large classes becomes excessive, every attempt shall be made to balance the student to teacher ratio, utilizing teacher input. In no event shall class size exceed student to teacher ratios stated in this article except where the Association has agreed in writing to exceed these ratios.
- 14.1.2 When the enrollment at any K-6 school in grades K-3 exceeds the above-established ratio additional teachers shall be assigned based on Education Code 52120-52128.
- 14.1.3 When the enrollment at any K-6 school in grades 4-6 exceeds the above-established ratio by 6%, an additional teacher shall be assigned to that school. This provision does not apply after March 1 of any school year.

- 14.1.4 When the enrollment at any 7-12 school exceeds the above-established ratio by 100%, an additional teacher shall be assigned to that school. This provision does not apply after March 1 of any school year.
- 14.1.5 In grades seven through twelve, no individual teacher caseload shall exceed 175 students and no more than two course sections per teacher shall exceed 36 students. Classes and caseloads out of compliance must level within three weeks.
- 14.1.6 Physical Education classes in grades seven through twelve shall not exceed an average 45 students per class. No individual teacher caseload shall exceed 240 students. Caseloads out of compliance must level within three weeks.
- 14.1.7 The class size for elementary physical education specialists shall not exceed 2 (two) fourth through sixth grade classes, unless mutually agreed upon by the physical education specialist and site administrator.
- 14.1.8 The class size for work experience teachers shall not exceed a maximum of twenty-five (25) students per period.
- 14.1.9 Teachers shall be involved in the scheduling of classes utilizing workstations.
- 14.2 Class Size/Case Load, Special Education
  - 14.2.1 The caseload for Resource Specialists shall not exceed the limits established by Education Code 56362 (c) and its successors. *(56362 (c) states: No resource specialist shall have a caseload which exceeds 28 pupils).*
  - 14.2.2 The caseload for teachers of mild/moderate special education students in grades seven through twelve shall not exceed an average of 22 students per teacher with a maximum of 25 students per teacher. The maximum number may be waived by mutual agreement of the Assistant Superintendent of Human Resources and the President of the Teachers Association.
  - 14.2.3 The District shall maintain a student to teacher class size and caseload range of 8 to 12 students for teachers of moderate/severe special education students in grades kindergarten through twelve.
  - 14.2.4 The District shall maintain a student to teacher class size and caseload average of 13 students per teacher in grades kindergarten through six and a range of 12-15 students per teacher in grades seven through twelve for Special Day Classes.
  - 14.2.5 The class size for Specialized Academic Instruction classes shall not exceed an average of 15 students per class in grades seven through twelve, with a maximum of 20 students per class in grades seven and eight and a maximum of 18 students per class in grades nine through twelve.

- 14.2.6 In collaboration classes in grades seven through twelve, clusters of special education students shall be no fewer than four (4) and no more than ten (10) special education students per section.
- 14.2.7 Teachers of emotionally disturbed special education students shall have a maximum caseload of 16 students.
- 14.2.8 The District shall maintain a maximum class size of 12:1 in emotionally disturbed special education classes.

#### 14.3 Case Load, Non-Classroom

- 14.3.1 The case load for Speech Language Pathologists shall not exceed the limits established by Education Code 56363.3 and its successors.
- 14.3.2 The counselor to student ratio shall be established at one counselor to 500 students at the comprehensive high school. When the enrollment at the comprehensive high school exceeds an average of 550 students, an additional counselor shall be employed.
- 14.3.3 Two (2) counselors shall be employed at each junior high school.
- 14.3.4 Two (2) directors of attendance/discipline shall be employed at the comprehensive high school.
- 14.3.5 A counselor shall be employed at the continuation high school. The District shall establish the percentage of a full time equivalent for this assignment.
- 14.3.6 The caseload for teachers assigned to teach in the independent study program shall be no more than 36 students per teacher.
- 14.3.7 The psychologist to student ratio shall be established at one psychologist to 1,900 students on a district-wide basis. When the enrollment on a district-wide basis exceeds 2,400 per psychologist, an additional psychologist shall be employed. In the event the 2,400 student per psychologist ratio is reached after the beginning of the second semester of the school year, the additional psychologist shall be employed at the beginning of the following school year.

#### 14.4 Class Size Review Committee

- 14.4.1 The District and the Association shall jointly establish a standing committee to review class size at individual schools. The standing committee shall be the Association President and one appointed representative from the Association, the Assistant Superintendent Human Resources and the Assistant Superintendent Educational Services. When a specific site is to be reviewed, the site principal/designee and an Association representative from that site shall be ad hoc

members of the committee. The committee shall review class size and when there are areas of concern, make suggestions for action.

## **ARTICLE 15: SAFETY**

### **15.1 Safe Working Conditions**

- 15.1.1 Unit members shall not be required to work in conditions that are unsafe as deemed by the District, Site Safety Committee, or competent authority, nor shall they be asked to perform tasks that endanger their health or safety.
- 15.1.2 Upon notification, the District shall give top priority to eliminate or correct any unsafe or hazardous condition.
- 15.1.3 The District agrees to meet with representatives of the Association upon request, to discuss problems concerning unit member safety. The District agrees to respond in writing within ten (10) working days.

### **15.2 Student Discipline**

- 15.2.1 A unit member may suspend a student from his/her class for good cause for two (2) days (the day of suspension and the day following). A written description of the rights and duties of unit members with respect to student discipline, and the right to suspend students, shall be presented to each unit member, in writing, on the first day of each school year.
- 15.2.2 Unit members acting within the scope of their duties and responsibilities may exercise the amount of physical control reasonably necessary to protect themselves, protect property, or protect the health and safety of students. Unit members' rights regarding student discipline shall be presented to each unit member, in writing, on the first day of each school year.

### **15.3 Assault**

- 15.3.1 Any abuse, assault, battery, or threat of force directed toward unit members at any time or place, which is related to school activity or school attendance, shall be reported to the immediate supervisor and/or site administration. As required by Education Code Section 44014(a), the unit member and the administration shall promptly report the same to the appropriate law enforcement authority.
- 15.3.2 The employer shall reimburse unit members for any and all costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.

- 15.3.3 In the event that criminal or civil charges are brought against unit members in connection with an assault, the employer, as advised by legal counsel, shall either provide legal counsel to act in the unit member's defense or shall reimburse the unit member for legal fees incurred in securing their own defense.
- 15.3.4 The District shall provide support and assistance, including legal support and assistance, to unit members who may have been assaulted while in performance of their duties.
- 15.3.5 When absence or disability arises out of or from assault, unit members shall suffer no loss in wages or benefits set forth in this Agreement while currently employed by the Upland Unified School District.

#### 15.4 Personal Property Protection and Liability Coverage

##### 15.4.1 Reimbursement of Equipment

15.4.1.1 In order for a unit member to qualify for reimbursement for equipment, which is either damaged or stolen, the following considerations must be met:

1. the use of the equipment for educational purposes has received prior written approval by the unit member's immediate supervisor,
2. the loss or damage was not due to the unit member's negligence in care or operation of the equipment,
3. the equipment is registered with the immediate supervisor and the following information is duly recorded; a description of the equipment, including any serial or model number, manufacturer name and brand; an agreed upon replacement value; and the length of time such equipment will be allowed at the school site and covered by this reimbursement provision.

15.4.1.2 The District shall reimburse the unit member for a maximum of \$500.00 for property loss, but not to exceed the agreed value as determined in the letter of authorization. In the event the unit member has insurance covering the same loss, the District shall be liable for up to \$500.00 of the agreed value, but not to exceed the difference between the agreed value and amount received from the insurance settlement.

#### 15.5 Personal Liability

15.5.1 A unit member shall not be required to transport a student in his/her private vehicle.

## 15.6 Specialized Health Care

15.6.1 The District shall notify unit members concerning special emotional and/or health problems of their students.

15.6.2 The District shall provide in-service training to unit members, if needed, to provide for students' special health and/or emotional problems.

## **ARTICLE 16: TRANSFER POLICY**

### 16.1 Placement, Assignment, Reassignment, Transfer And Filling Of Vacancies

16.1.1 The District reserves the right to make placements, assignments, reassignments and to transfer unit members pursuant to the provisions of this Article which shall apply to all unit members except as otherwise provided herein, or as limited by Article 13.10 and Appendix B of this Agreement relating to summer program.

### 16.2 Definitions

16.2.1 "Placement" means the initial school or schools to which the unit member is placed upon being employed by the District or returning from a discretionary leave of absence of one semester or more.

16.2.2 "Transfer" means the change in placement of a unit member from one school to another.

16.2.3 "Assignment" means the department or departments, subject area, or grade level within a school or schools, in case of a split assignment, to which the unit member is assigned. A unit member shall not be assigned outside his/her credential authorization unless mutually agreed upon.

16.2.4 "Reassignment" means a change in the assignment at the same work location.

16.2.5 "Vacancy" is any new or vacated bargaining unit position that the District intends to fill with a permanent, probationary, or temporary unit member.

### 16.3 Procedures for Assignment and Reassignment

#### 16.3.1 Notification of Assignment

Each unit member shall be given tentative written notice of next year's assignment prior to the close of the school year.

#### 16.3.2 Procedures for Reassignment

16.3.2.1 A unit member may request reassignment from his/her principal.

- 16.3.2.2 PreK-12 unit members affected by a reassignment shall be given prior notice and, upon request, reasons for the change of assignment.
- 16.3.2.3 7-12 unit members who are reassigned after the beginning of the student instructional school year or semester shall be granted a duration of instructional duty-free time for preparation and orientation equivalent to one (1) period for each period reassigned.

#### 16.4 Vacancies

16.4.1 The District shall deliver to the Association and post in all school buildings a list of all vacancies and new positions that occur during the school year and for the following school year upon knowledge of the vacancies. The list shall contain the following:

- 1. a closing date which is at least five (5) working days following the posting date,
- 2. a job summary - location, grade level, department, or subject matter assignment,
- 3. qualifications necessary to meet the requirements of the position.

16.4.1.1 No assignment to fill the vacancy shall be made until the closing date.

16.4.2 The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted openings that may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.

16.4.3 If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies for which the unit member may have applied.

16.4.4 The appropriate administrator shall, upon request of the unit member, deliver, in writing, the reasons for the unit member not receiving the vacancy.

#### 16.5 Voluntary Transfer

##### 16.5.1 Procedures for Voluntary Transfer

16.5.1.1 A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. Such request shall include the specific schools and/or grades desired. A request for transfer shall be valid for two (2) school years.

16.5.1.2 A unit member who applies for voluntary transfer shall have an opportunity for an interview with the appropriate administrator.

- 16.5.1.3 All attempts shall be made to assign certificated personnel to positions where they will serve most effectively. When two (2) or more bargaining unit members are being considered for an open position, and if all factors are equal as deemed by the administrator, the transfer shall be made on the basis of seniority.
- 16.5.1.3.1 For the purposes of this Article only, seniority is defined as the unit member's initial date of service in the bargaining unit. In the event of a tie in seniority status, lot shall break the tie.
- 16.5.1.4 A transfer request shall not be denied arbitrarily or capriciously. Bargaining unit members shall not be directly or indirectly influenced to accept a voluntary transfer, nor shall such transfer be made for capricious reasons.
- 16.5.1.5 If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may request and shall receive written reasons for the denial following said meeting within five (5) District working days.
- 16.5.1.5.1 A District working day shall be defined as any day the District office is open.
- 16.5.1.6 When a certificated bargaining unit member is transferred to another school during the school year, the unit member shall be given prior written notice of such transfer in order to prepare for the new assignment. Also, the bargaining unit member shall be given two (2) school days for preparation.
- 16.5.1.7 If the unit member chooses to teach the current assignment and move on his/her own time, with the approval of the site administrator, he/she shall be given two (2) days pay at his/her current rate. If requested, the District shall provide moving service as needed.
- 16.5.1.8 If the voluntary transfer occurs during the summer recess, the provision for two (2) paid days of preparation does not apply.
- 16.5.1.9 The principal at the school shall not be notified by Personnel Services of the application until after an offer of transfer has been made, and the matter shall be treated as confidentially as practicable.
- 16.5.1.10 Unit members returning from leave shall be afforded all rights provided under this section. (See exception: Involuntary Transfer, 16.6)

- 16.5.1.11 When a bargaining unit member with a "proficient" or "exemplary" evaluation has requested a voluntary transfer pursuant to 16.5, the Superintendent of Schools or Superintendent's designee shall consider the various factors related to the unit member's placement, which may include, but not be limited to the following:
1. the grade level(s) and/or subjects the unit member has taught,
  2. the grade level(s) and/or subjects or school(s) requested,
  3. available vacancies,
  4. anticipated vacancies,
  5. the specific staffing factors for a school with a vacancy such as teaming, subject skill area needs, ethnic balance, male/female ratio, and/or specific programs in a school.
- 16.5.1.12 After reviewing the above listed criteria and factors, the Superintendent or Superintendent's designee, shall meet with the unit member and discuss specific matters regarding time lines, grade/subject preferences, etc.
- 16.5.1.13 In the event the unit member declines a transfer to a school or grade/subject which he/she had listed on the transfer request in 16.5.1.1, the unit member shall not be given further consideration at that time.

## 16.6 Involuntary Transfer

- 16.6.1 Unit members working in the Upland Unified School District are employed as District certificated employees and are not employed solely as an employee of a specific school.
- 16.6.2 Involuntary transfers shall only occur for instructional program needs, opening, and closing of schools, and enrollment adjustments, and then only in those instances where voluntary transfers are not available to meet the expressed needs.
- 16.6.3 When a site must reduce a position, the following procedures shall be used for involuntary transfers utilizing a volunteer:
- 16.6.3.1 Before any involuntary transfer takes place, the District shall first seek volunteers from among those members at the site.
  - 16.6.3.2 Volunteers shall have the option of selecting any open position in the District for which they are qualified.

- 16.6.3.3 If there is more than one volunteer from a site, the employee with the most District seniority shall be given the option to select a position from all open positions at the time. District seniority would also be used in the event there are reductions in staff at multiple sites.
- 16.6.3.4 If there are no open positions, which the volunteer is interested in accepting, he/she may rescind the voluntary transfer option.
- 16.6.3.5 Volunteers shall not have a preferential right to return to the site should a vacancy occur in the future.
- 16.6.4 When a site must reduce a position, the following procedures shall be used for involuntary transfers when there are no volunteers:
  - 16.6.4.1 The qualified member with the least District seniority at that site shall be selected for transfer.
  - 16.6.4.2 The Human Resources Office shall be responsible for notifying the affected unit member, both orally and in writing of possible placements. The unit member shall have the right to select from the possible placements.
    - 16.6.4.2.1 If more than one unit member must be involuntarily transferred, the unit member with the most District seniority shall be given the first right to select from the available openings.
- 16.6.5 The unit member shall be given three (3) days of release time with a substitute or three (3) days' pay at the unit member's daily rate of pay whenever the unit member is involuntarily transferred. These three (3) days shall be taken during the summer recess period, if possible.
- 16.6.6 If requested, the District shall provide moving service before the start of the new assignment.
- 16.6.7 The unit member involuntarily transferred shall receive first right of refusal to return to the school from which they were transferred for a period of up to twelve (12) calendar months. Human Resources shall maintain a list of all involuntary transfers and contact the unit member both orally and in writing, should an opening occur. If the unit member declines the opening, the first right of refusal shall no longer apply, with the exception of Article 16.6.7.1.
  - 16.6.7.1 If an opening occurs within the twelve (12) months at the school from which a bargaining unit member was involuntarily transferred, the transferee may elect to return to that school. In the event that the bargaining unit member elects to remain in the new assignment for the balance of the first school year, the unit member may exercise

this right to return at the beginning of the following school year, if a vacancy exists.

- 16.6.8 If a particular school is to be closed, then unit members at that school shall be accorded first priority for filling any new or vacant positions at the school or schools at which the students at the closing school are being placed for the coming school year.
- 16.6.9 The unit member from the closed school shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. If two or more unit members apply for the same vacancy, and if all factors are equal, as deemed by the administrator, the unit member with the greatest seniority shall receive the position.

## **ARTICLE 17: GRIEVANCE PROCEDURE**

### **17.1 Definitions**

- 17.1.1 A "grievance" is an allegation by a unit member or the Association regarding a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies, regulations or other matters outside of this Agreement are not within the scope of this procedure, and review must be taken under separate processes.
- 17.1.2 The "aggrieved party" is the person or persons making the claim.
- 17.1.3 The "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 17.1.4 A "duty day" is any day in which a unit member is required to render service to the District.
- 17.1.5 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and/or who has been designated by the District to adjust grievances.

### **17.2 Procedures**

- 17.2.1 Before filing a formal, written grievance, the grievant should attempt to resolve the grievance by an informal conference with his/her immediate supervisor. The grievant may choose to have a representative of the Association present at the informal hearing.
- 17.2.2 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree

that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### 17.2.3 Level I

17.2.3.1 Within twenty (20) duty days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor. The grievance shall consist of a clear, concise statement of the problem, the provision of the Agreement involved, and the specific remedy sought. The immediate supervisor shall meet with the aggrieved party and/or designated Association representative within three (3) duty days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within two (2) duty days of such meeting.

### 17.2.4 Level II

17.2.4.1 If the grievant is not satisfied with the decision at Level I, or if no decision is given within the time limit, within three (3) duty days after receipt of the Level I response, the grievant may appeal the decision in writing to the Superintendent or Superintendent's designee with a copy simultaneously provided to the Association President.

17.2.4.1.1 The Superintendent or Superintendent's designee shall communicate in writing, with a copy simultaneously provided to the Association President, a decision within three (3) duty days after receipt of the appeal.

17.2.4.2 Within the above time limit (17.2.4.1), either party may request and receive a personal conference with the other party.

### 17.2.5 Level III

17.2.5.1 If not satisfied with the decision at Level II, or if no decision is given within the time limit, the grievant, within five (5) duty days after the receipt of the Level II response, may request in writing that the Association submit the grievance to Advisory Arbitration. The Association, by written notice to the Superintendent within fifteen (15) duty days of the Level II response, may submit a grievance to an Advisory Arbitrator who shall be selected by mutual agreement. If no agreement can be reached within five (5) duty days of the notice, the parties shall request of the American Arbitration Association a list of five (5) names of persons experienced in hearing grievances. Each party shall alternatively strike a name until only one name remains. Lot shall determine the order of strike.

- 17.2.5.1.1 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit the findings and recommendations which shall be advisory to the parties. The arbitrator shall have no power to add to, subtract from, or modify the terms of the Agreement or the written policies, rules, regulations.
- 17.2.5.1.2 The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association. All other expenses, except for released time for the grievant(s), Association representative(s) and witnesses, shall be borne by the party incurring them.
- 17.2.5.1.3 If any question arises of the arbitrability of the grievance, such questions shall be ruled upon by the same arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

### 17.3 Time Limits

- 17.3.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
- 17.3.2 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
- 17.3.3 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot raise the issue(s) again. The time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

### 17.4 Rights of Representation

- 17.4.1 Upon the request of a unit member, representation shall be allowed at all stages of the grievance procedure.

## 17.5 No Reprisals

- 17.5.1 No reprisals of any kind shall be taken by the Superintendent or by any member or representative of the administration or the District against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

## 17.6 Miscellaneous Provisions

- 17.6.1 The President of the organization representing the certificated bargaining unit may initiate a grievance that affects one or more unit members.
- 17.6.2 Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of management, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement, and provided that the Association has been given an opportunity to be present at such adjustment and to state its views.
- 17.6.3 If a grievance arises from action or inaction on the part of a member of the administration at a level other than the immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Assistant Superintendent of Personnel and the Association with the processing of such grievance to commence at Level II.
- 17.6.4 The Association will designate two (2) representatives for processing grievances beyond Level I of the grievance procedure. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she shall, upon notice to his/her principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in such investigations, meetings, or hearings as a witness. In addition, a grievance may be filed by the local President of the Association regarding violations of Association rights as specified in this Agreement and filed on behalf of named unit members who qualify as grievants and who have the same grievance.
- 17.6.5 The grievance process shall be considered confidential between the parties, unless mutually agreed otherwise; and as such, all documents, communications, and records dealing with the processing of a grievance shall be maintained in a separate grievance file in the District administrative office. This provision shall not prohibit the parties from reporting appropriately to their respective constituents regarding grievance processing.
- 17.6.6 The processing of a grievance beyond Level I shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issue(s) contained in the grievance prior to exercising rights which may exist in any other legal forum.

## **ARTICLE 18: EVALUATION**

### **18.1 Definition**

- 18.1.1 Evaluation of a unit member who is a Teacher or Librarian, shall be a procedure of systematic appraisal of the unit member's work performance based on the California Standards for the Teaching Profession in Appendix H I. The criteria for measurement shall be the frequency of the unit member's behavior using the measurements of rarely, inconsistently and consistently.
- 18.1.2 Evaluation of a unit member who is a Counselor, Director of Attendance/Discipline, School Nurse, School Psychologist, Professional Development Instructor, Occupational Therapist or Speech Language Pathologist shall be a procedure of systematic appraisal of the unit member's work performance based on the standards in Appendix H II b through f Evaluation Forms and the criteria for measurement shall be the frequency of the unit member's behavior using the measurements of rarely, inconsistently, and consistently.

### **18.2 Procedures**

- 18.2.1 Primary evaluator is principal, assistant principal or instructional coordinator at that site or immediate supervisor for unit members assigned to the District Office.
- 18.2.2 A unit member desiring to achieve an exemplary rating shall identify a standard or standards and mutually agree upon criteria for the exemplary rating during the October conference for that school year.
  - 18.2.2.1 Exemplary rating proposals may be initiated or modified by mutual agreement during the school year.
- 18.2.3 Unit members being evaluated in that school year shall be furnished a copy of the evaluation procedures, the California Standards for the Teaching Profession, and their evaluation documents, and notified of the identity of their evaluator no later than October 1. Prior to November 1, the evaluator shall hold an individual conference with each unit member being evaluated in that school year, to discuss evaluation and to provide that unit member with copies of his/her evaluation documents. The evaluator shall hold a mid-year conference with each unit member being evaluated in that school year to review performance related to meeting the California Standards for the Teaching Profession or the Standards on the Non-Classroom Unit Member evaluation forms (Appendix H II b through f) as applicable based on Article 18.1.
- 18.2.4 For classroom teachers' evaluations, the evaluator shall observe in the classroom for a minimum of thirty (30) consecutive minutes. Each unit member shall be observed a minimum of two (2) times prior to each evaluation. One day's notice shall be given for at least one of the formal observations. Observations shall be

followed by an evaluation conference within three (3) working days of the observation. A unit member shall, upon request, be entitled to additional observations, evaluation conferences, and written evaluations. Such entitlement may include a pre-observation conference.

- 18.2.5 If at any time during a unit member's evaluation year, the evaluator has identified an area within the California Standards for the Teaching Profession or the Standards on the Non-Classroom Unit Member evaluation forms (Appendix H II b through f) as applicable based on Article 18.1 in which the unit member needs additional support, a support plan shall be developed.

18.2.5.1 The support plan shall include the following:

1. area(s) where specific support is needed and supporting evidence,
2. specific suggestions for improvement.

18.2.5.2 A written statement describing the support plan and incorporating the above (18.2.5.1) shall be given to the unit member at or within ten (10) school days after the conference in which the support plan is reviewed and discussed with the unit member.

18.2.5.3 Permanent unit members who are placed on a Support Plan, shall be evaluated in the year following the placement of the unit member on the Support Plan. If the unit member then receives a proficient or exemplary evaluation, the unit member shall return to the evaluation cycle as applicable under Articles 18.2.9 and 18.2.10.

- 18.2.6 When the evaluator has identified an area within the California Standards for the Teaching Profession or the Standards on the Non-Classroom Unit Member evaluation forms (Appendix H II b through f) as applicable based on Article 18.1 that the unit member needs improvement in, an improvement plan shall be developed and fully implemented.

18.2.6.1 The improvement plan shall include the following:

1. areas where specific improvement is needed and supporting evidence,
2. specific suggestions for improvement,
3. resources to be utilized to assist with the improvement, and
4. the means by which improvement shall be measured.
5. quantitative criteria for measurement
6. qualitative criteria for measurement

- 18.2.6.2 A written statement describing the improvement plan and incorporating the above (18.2.6.1) shall be given to the unit member within ten (10) school days after the conference in which the improvement plan is reviewed and discussed with the unit member.
- 18.2.6.3 The evaluator shall take direct action to implement the improvement plan. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendations, and adequate release time for the unit member to visit and observe other similar classes in other schools.
- 18.2.7 Probationary and temporary unit members shall be evaluated twice each school year, the first prior to the December Winter Recess and the second thirty (30) days prior to the end of the school year.
- 18.2.8 Permanent unit members with five (5) years or less as employees of the Upland Unified School District shall be evaluated every school year thirty (30) days prior to the end of the school year.
- 18.2.9 Permanent unit members with six (6) to ten (10) years as employees of the Upland Unified School District who receive an evaluation of proficient or exemplary shall be evaluated every other school year, thirty (30) days prior to the end of the school year.
- 18.2.10 Permanent unit members with eleven (11) or more years as employees of the Upland Unified School District who receive an evaluation of proficient or exemplary shall be evaluated every four (4) years, thirty (30) days prior to the end of the school year.
- 18.2.11 Permanent unit members who have received a needs improvement or unsatisfactory evaluation, shall be evaluated every school year, thirty (30) days prior to the end of the school year, until the unit member has received a proficient or exemplary evaluation. When a unit member receives a proficient or exemplary evaluation, the unit member shall return to the evaluation cycle as applicable under Articles 18.2.9 and 18.2.10.
- 18.2.12 Permanent unit members who do not receive an evaluation shall have a minimum of one (1) formal observation and post observation conference in each non-evaluation school year.
- 18.2.13 Commendations and/or recommendations may be addressed in an addendum.
  - 18.2.13.1 Negative statements to be used in the evaluation should be known to the unit member prior to the final evaluation. The evaluator shall not base his/her evaluation of a unit member on any hearsay statements.

- 18.2.14 In the event the unit member disagrees with the content of the evaluation, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation.
- 18.2.15 Any unit member receiving a needs improvement rating shall be given an improvement plan consistent with Articles 18.2.5 and 18.2.17 that shall be fully implemented.
- 18.2.16 Any unit member receiving a rating of unsatisfactory on his or her evaluation must have been on a fully implemented improvement plan that is consistent with Articles 18.2.5 and 18.2.17 for a minimum of one half of the school year. The improvement plan must be initiated prior to or at the mid-year review.
- 18.2.17 Any unit member receiving an unsatisfactory evaluation in one or more standards of the California Standards for the Teaching Profession shall be required to participate in the Peer Assistance and Review Program as a mandatory participant pursuant to Article 19.
- 18.2.18 A unit member's final evaluation for the proficient, needs improvement, or unsatisfactory rating shall be based upon evidence as measured by the evaluation criteria located in Articles 18.1.1 and 18.1.2 and in Appendix H II.
- 18.2.19 The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
1. Publisher's norm referenced standardized achievement test results,
  2. the success or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
- 18.2.19.1 State mandated criterion referenced standardized test results may be considered, when appropriate and as required under the Stull Act (California Education Code 44660 et. Seq.), in the analysis of CSTP 5.
- 18.2.20 The evaluation of unit members, who teach special education classes in grades seven through twelve, must be based on their Specialized Academic Instruction class assignments and not based on their collaborative class assignments.
- 18.2.21 Unit members shall not be required to participate in the evaluation(s) of another unit member(s).
- 18.2.22 The District shall use only the standardized form for the written evaluation. The District and the Association shall mutually review and/or revise the evaluation form.

### 18.3 Probationary Unit Members

18.3.1 In the event the District determines to terminate and/or not reelect a first or second year probationary unit member, the following procedures shall apply:

1. the first year probationary unit member shall be notified in writing, on or before the close of school,
2. the second year probationary unit member shall be notified in writing, on or before March 15 of that school year,
3. the Board's decision shall be final and binding.

### 18.4 Personal and Academic Freedom

18.4.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint that might interfere with the unit member's obligation to present material objectively in the performance of his or her teaching functions.

18.4.2 Unit members have the responsibility for implementing the study of issues, subjects, and materials relevant to the assigned course of study. Among the objectives to promote this end are the following:

1. ability and the will to study complete life situations and to make intelligent choices from alternatives,
2. ability to analyze materials, to recognize propaganda, and to evaluate sources of information,
3. ability and the desire to make use of rational methods in considering significant issues and in coming to decisions about them,
4. willingness to recognize the necessity for the value of differing viewpoints,
5. readiness to accept desirable compromise when necessary,
6. respect for minority position and acceptance of the right of minorities, through the democratic process, to attempt to become majorities.

18.4.3 The District has the responsibility to insure unit members reasonable freedom in classroom presentations and discussions including controversial materials, providing said material is relevant to the course and is within the scope of the law.

- 18.4.4 A unit member shall be entitled to full rights of citizenship. The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her duties.

18.5 Classroom Aides

- 18.5.1 Unit members, to be selected by the site administrator, shall be involved in the interviewing process for prospective classroom aides.
- 18.5.2 The site administrator shall periodically meet with unit members to gather input on the performance of classroom aides under their supervision.
- 18.5.3 When an unsatisfactory working relationship can be demonstrated to exist between the unit member and an aide, the unit member shall notify the appropriate administrator.

**ARTICLE 19: PEER ASSISTANCE AND REVIEW PROGRAM**

19.1 Purpose

- 19.1.1 Upland Teachers Association and the Upland Unified School District are continually striving to provide the highest quality of education. Therefore both parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. The Peer Assistance and Review (PAR) program is designed to assist beginning teachers, teachers who volunteer to participate to improve their performance in one or more areas of teaching practice and to provide assistance to teachers who have been identified through negotiated formal evaluation as having areas of unsatisfactory classroom performance whose performance could be improved through participation in this program. Teachers who volunteer or who are referred for the program are valuable professionals and deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

19.2 Participants

- 19.2.1 Participants in the Peer Assistance and Review program shall include regular classroom teachers, special education teachers, elementary music teachers, elementary art teachers, reading specialists, work experience teachers and teachers on assignment.

### 19.3 Joint Panel

19.3.1 The Peer Assistance and Review Panel shall consist of seven members, four of whom shall be bargaining unit members selected by the Association, and three shall be administrators selected by the District.

19.3.2 The panel shall establish their own meeting schedule. There must be three (3) Association members and two (2) District administrators present to form a quorum. Such meetings shall take place during the regular workday whenever possible. In the event that meetings are scheduled outside the regular workday/year, unit members shall be compensated at an hourly rate according to the negotiated contract.

19.3.3 The Joint Panel shall:

- a. administer the Peer Assistance and Review Program,
- b. establish its rules and procedures,
- c. develop program budget subject to Governing Board approval,
- d. determine the number of Consulting Teachers in any one year, guided by and subject to such factors as the number and types of Mandatory and Voluntary Teachers and available funds,
- e. select Consulting Teachers,
- f. provide training to panel members,
- g. provide training to Consulting Teachers,
- h. provide a list of available Consulting Teachers,
- i. receive referrals, notify in writing Participating Teacher, supervising administrator, and Consulting Teacher,
- j. receive and accept/reject requests from Voluntary Participants and assign Consulting Teachers based on availability of Consulting Teachers,
- k. receive copies of improvement plans,
- l. receive and review Consulting Teacher reports and make available to the supervising administrator,
- m. create a report which includes recommendations to the Governing Board on Mandatory Participants regarding continuance in PAR,
- n. evaluate Consulting Teachers annually regarding performance in PAR,
- o. make recommendations regarding the continuation of Consulting Teachers for the next year of the term,
- p. review PAR program annually and report to the Governing Board and to the Association.

19.3.4 Decisions of the panel shall be made by consensus whenever possible. In the event that consensus cannot be reached, action may be taken on an affirmative vote of at least five (5) members.

19.3.5 The Joint Panel shall not act on a Consulting Teacher's report before ten (10) workdays following receipt of the report to allow a participating teacher to submit

a written response. By written agreement of the Joint Panel and the participating teacher, timelines may be extended.

- 19.3.6 Any member of the Joint Panel shall refrain from participation in discussion and voting on any matter in which he or she has a professional or personal conflict of interest.
- 19.3.7 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. The Joint Panel members, Consulting Teachers and supervising administrators may disclose such information only as necessary to administer this article or otherwise as required by lawful process.
- 19.3.8 All rules and procedures established by the Joint Panel shall be furnished upon request.
- 19.3.9 The District shall defend and hold harmless individual panel members from any claims or lawsuits arising out of the performance of their duties under this program.

#### 19.4 Consulting Teachers

- 19.4.1 A Consulting Teacher is a teacher who provides assistance to participating teachers pursuant to the PAR program. Qualifications for a Consulting Teacher shall be set forth in the rules and procedures of the Joint Panel, provided that the following shall constitute minimum qualifications:

- a. possess a clear California teaching credential,
- b. have attained permanent status with minimum of five (5) years classroom teaching experience,
- c. have received a rating of proficient or exemplary on District evaluation standards in last three (3) evaluations,
- d. have been a classroom teacher in the Upland Unified School District at least three (3) of the last five (5) years,
- e. be a member of the bargaining unit,
- f. have relevant experience or coursework in applicable areas,
- g. have ability to work cooperatively and effectively with others,
- h. demonstrate the ability to communicate effectively both orally and in writing,
- i. have extensive knowledge of subject matter, teaching strategies, instructional techniques and classroom management strategies necessary to meet the needs of students in different contexts.

#### 19.4.2 Selection of Consulting Teachers

- 19.4.2.1 A notice/announcement of vacancy shall be distributed to each certificated employee and posted at each site.

19.4.2.2 The Consulting Teacher applicant is required to submit:

- a. a letter of intent/application,
- b. a resume,
- c. three (3) letters of reference, one (1) each from an administrator, a peer and an Association Representative.

19.4.2.3 The Association President and the Assistant Superintendent of Personnel shall review the applications and identify eligible teachers for consideration by the panel.

19.4.2.4 All eligible candidates for Consulting Teachers shall be observed by at least one (1) Association panel member and one (1) administrative panel member and interviewed by the Joint Panel.

### 19.4.3 Duties and Responsibilities

19.4.3.1 Consulting Teachers shall assist Participating Teachers through demonstrations, observations, coaching, conferences and/or referral to other activities, which, in his/her professional judgment, will assist the Participating Teacher. The PAR program strongly encourages a cooperative relationship between the Consulting Teacher, the Participating Teacher and site administrator with respect to the process of Peer Assistance and Review.

19.4.3.2 The Consulting Teacher shall:

- a. meet with the Participating Teacher evaluator to discuss the PAR Program, to establish mutually agreed upon performance objectives, develop the written assistance plan and develop a process and timeline for determining successful completion of the PAR program,
- b. conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific immediate feedback,
- c. meet regularly for observations/discussions with each Participating Teacher,
- d. maintain a written log of contact and specific support given to each Participating Teacher,
- e. document all observations, visitations and meetings,
- f. monitor the progress of and submit and discuss periodic written reports with the Participating Teacher,
- g. teach model lessons,
- h. provide assistance to the Participating Teacher until the Consulting Teacher concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance would not be productive, at which time the Consulting Teachers shall submit a recommendation to the Joint Panel. Recommendations shall be made at least annually,

- i. submit a written report to Participating Teacher to receive his or her signature to verify receipt before it is submitted to the PAR panel. Provide Participating Teacher with a copy of the written report,
- j. submit a final written report to the PAR panel,
- k. continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support,
- l. participate in meetings with other district Consulting Teachers,
- m. conduct periodic staff development with Participating Teachers, as needed,
- n. review the program annually with the PAR panel.

19.4.3.3 The Consulting Teacher shall submit a final written report to the Joint Panel on the progress of the Participating Teacher at least forty-five (45) calendar days before the end of the school year.

#### 19.4.4 Terms

19.4.4.1 The term for a Consulting Teacher shall be three (3) years.

19.4.4.2 A Consulting Teacher in a full-time release position must return to the classroom three (3) of the last five (5) years before being eligible to reapply.

19.4.4.3 A Consulting Teacher in a partial release position may reapply upon immediate completion of the term.

19.4.5 The unit member selected as a Consulting Teacher shall be entitled to return to the same position, unless the position is no longer vacant, then to a comparable position to that held at the time of selection as a Consulting Teacher.

19.4.6 All communication between the Consulting Teacher and Participating Teacher shall be confidential and without the written consent of the Participating Teacher, shall not be shared with others.

19.4.7 The Consulting Teacher may petition the Joint Panel, in writing, for a change in Consulting Teacher subject to the approval of the Joint Panel.

19.4.8 The District shall defend and hold harmless Consulting Teachers from any claims or lawsuits arising out of the performance of their duties under this program.

19.4.9 A Consulting Teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.

19.4.10 The Consulting Teacher shall be compensated for work outside his or her contractual work day/work year at an hourly rate of .0008 of Column A, Step 1 of

the certificated salary schedule, not to exceed a maximum dollar amount of two thousand dollars (\$2000.00) per participating teacher per year.

## 19.5 Participating Teachers

19.5.1 A Participating Teacher is a unit member who receives assistance and coaching to improve teaching performance as defined by the California Standards for the Teaching Profession.

19.5.2 A Mandatory Participant is a unit member (as defined in 19.2.1) who receives assistance as a result of an unsatisfactory evaluation.

19.5.2.1 The Mandatory Participant may select a Consulting Teacher from the list provided from the Joint Panel.

19.5.2.2 The Mandatory Participant may petition the Joint Panel, in writing, for a change in Consulting Teacher subject to the approval of the Joint Panel.

19.5.2.3 The Mandatory Participant shall have the right to submit a written response within ten working days and have it attached to the final report prior to any action being taken by the Joint Panel. By written agreement of the Joint Panel and the Mandatory Participant, timelines may be extended.

19.5.3 A Voluntary Participant is a unit member who requests assistance and is accepted by the Joint Panel for participation in the PAR program.

19.5.3.1 Voluntary Participants may select a Consulting Teacher from the list provided from the Joint Panel.

19.5.3.2 The Voluntary Participant may petition the Joint Panel, in writing, for a change in Consulting Teacher subject to the approval of the Joint Panel.

19.5.3.3 Voluntary Participants may terminate participation in the program at any time.

19.5.3.4 Voluntary Participants are not subject to reporting requirements.

19.5.4 All communication between the Consulting Teacher and Participating Teacher shall be confidential and without the written consent of the Participating Teacher, shall not be shared with others.

## **ARTICLE 20: LEAVES**

### **20.1 Sole Leave Benefits**

- 20.1.1 The benefits in this Article are benefits which are in addition to statutory and regulatory leave benefits and, it is understood and agreed, that all statutory and regulatory leave benefits are incorporated into this Agreement by reference as if fully set forth herein.

### **20.2 Paid Leave Benefits**

- 20.2.1 During a paid leave of absence a unit member shall be entitled to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits; to return to the same or comparable position; and to receive credit for annual salary increments provided during the leave.

### **20.3 Personal Illness and Injury Leave**

- 20.3.1 A bargaining unit member shall be allowed one (1) day of personal illness or injury leave for each month worked, credited in advance, and prorated for part-time employment.
- 20.3.2 Unused personal illness and injury leave days may be accumulated without limit. Upon termination of employment, any days taken in excess of earned cumulative days shall be deducted from the last salary payment.
- 20.3.3 Certification by a licensed physician of an illness must be provided upon request to the Personnel Office when the illness exceeds five (5) consecutive days, or when a bargaining unit member takes more than ten (10) days of personal illness and injury leave over a six (6) week period.
- 20.3.4 A member of the bargaining unit who is employed to teach summer school shall earn one (1) day of personal illness and injury leave for the summer school session. This leave is neither cumulative nor creditable for use other than during summer school.
- 20.3.5 After all earned leave as set forth in 20.3.1 above is exhausted, additional non-accumulated leave shall be available, provided that the provisions of 20.3.1 are met. The unit member on such extended leave shall receive payment in the amount of the difference between the unit member's regular pay and the base pay for substitutes. This difference in pay shall continue, as needed, for a period of one hundred (100) work days.
- 20.3.6 To be in compliance with Education Code Section 44981:

The employee shall not be required to secure advance permission for for any of the following reasons:

1. death or serious illness of a member of his or her immediate family,
2. accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

#### 20.4 Personal Necessity Leave

20.4.1 Personal necessity may be used, at the unit member's election.

20.4.2 Personal necessity leave taken under this provision is deducted from the unit member's personal illness and injury leave as provided in Article 20.3.

20.4.3 Personal necessity leave shall be limited to (a) death or illness of a member of the unit member's immediate family as defined in Article 20.5.2 (an immediate family member of the unit member shall be limited to: spouse, son, stepson, daughter, stepdaughter, foster child, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, legal ward, close family friend of the unit member or any person living in the immediate household of the unit member); (b) an accident involving the unit member's person or property, or the person or property of a unit member's immediate family; (c) appearance in court as a litigant or as a witness under an official order; (d) a condition, which, if allowed to continue without remediation, would result in personal injury or an aggravation of a physical impairment, and necessitating immediate medical and/or dental attention; or a condition or circumstance which would result in a financial loss; such loss which would materially affect the ability of the employee to maintain a reasonable condition for sustenance for the unit member and dependents; and (e) a condition or circumstance prevails which would impair the mental state of the employee to the extent that the performance of his/her duties would be so affected as to reduce materially the rendering of immediate services to the District.

20.4.3.1 Personal Necessity Leave may be used by a unit member who has legal custody of a child under the age of five who has been newly placed in their home. A combination of personal necessity leave and differential pay may be used for no longer than twenty (20) days.

20.4.4 The District may require a unit member to furnish a certified statement of the facts, circumstances, or conditions applicable to the request for a personal leave. Such statements of proof may include verification supporting this provision; or a copy of a court summons or record of legal proceedings; or such evidence that shall clearly define the personal urgency of the request for leave.

20.4.5 The above requirement of verification may be waived for eight (8) days of personal leave taken under this provision for reasons that the unit member need not share with the District, nor shall any District employee ask the reason. Under no circumstances shall the leave provided in this provision be used for taking a

holiday or for purposes of extending a holiday or vacation, or for use as a recreational activity, or for matters of personal convenience which can reasonably be taken care of outside the work hours. The unit member's signature and reference to this provision on the absence report shall serve as verification of appropriate use.

- 20.4.6 No narrative statement concerning personal necessity leave shall be entered into the unit member's personnel file under this leave policy.

## 20.5 Bereavement Leave

- 20.5.1 A unit member shall be entitled to a maximum of three (3) days leave of absence, without loss of salary or deduction from personal illness and injury leave, on account of the death of any member of the unit member's immediate family, or close relationship. The amount of leave may be extended to four (4) days when travel over 300 miles is involved, or may be extended to five (5) days when travel exceeds 700 miles.
- 20.5.2 For purposes of this provision, an immediate family member of the unit member shall be limited to: spouse, son, stepson, daughter, stepdaughter, foster child, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son-in-law, daughter-in-law, legal ward, close family friend of the unit member or any person living in the immediate household of the unit member.
- 20.5.3 Bereavement leave shall be utilized before any use of Personal Necessity Leave.

## 20.6 Leave for Pregnancy Disability

- 20.6.1 Unit members are entitled to use personal illness and injury leave as set forth in 20.3.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District at the District's expense.
- 20.6.2 The unit member on leave for pregnancy disability shall be entitled to return to the same position, unless the position is eliminated, then to a comparable position to that held at the time the leave commenced. Under no circumstances is the language intended to provide rights beyond that which the unit member would have enjoyed had the unit member not been on leave.

20.7 Leave Without Pay for Child Bearing Preparation, Child Bearing, Child Rearing, Paternity and Adoption

- 20.7.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing, for child bearing, for child rearing, for paternity, or for adoption. However, the unit member may retain participation in District health and welfare benefits if the unit member pays the full amount of the premiums for such benefits.
- 20.7.2 The unit member shall request such leave as soon as practicable, but no less than fifteen (15) calendar days prior to the date on which the leave is to begin, except in cases of emergencies or adoption. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 20.7.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the District when considering the scheduling and replacement problems of the District and the needs and interests of the unit member.
- 20.7.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 20.7.5 The unit member is not entitled to the use of any accrued personal illness and injury leave or other paid leave while such employee is on child care leave.
- 20.7.6 There shall not be a diminution of employment status while on leave for child bearing or child rearing except that no person shall be entitled to compensation increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary unit members in earning permanent (tenure) status.
- 20.7.7 If a unit member is on leave for child bearing or child rearing and, in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District shall assign the unit member to a position as soon as practicable.

20.8 Emergency Leave

- 20.8.1 A unit member is entitled to six (6) days of non-cumulative paid leave for the following emergencies; personal illness or injury after regular personal illness and injury leave has been exhausted; appearance in court for purposes of adoption proceedings, guardianship, or the probate of a will; or regularly scheduled

examinations for advanced degrees which cannot be arranged outside of work hours.

## 20.9 In-Service Leave

20.9.1 A unit member shall receive one (1) day of paid leave per year for purposes of in-service training. Such leave may be granted upon approval by the immediate supervisor as to the time and substance of the leave. One (1) day of such leave shall be equivalent to six (6) hours of release time, but if agreed to by the immediate supervisor, may be taken in units less than six (6) hours. Unit members who are teachers shall not be required to provide class coverage while another unit member utilizes in-service leave.

## 20.10 Industrial Accident or Illness Leave

20.10.1 Unit members shall be entitled to industrial accident or illness leave according to the statutory provisions (Education Code 44984) for personal injury which has qualified the unit member for Worker's Compensation under the provisions of the State Compensation specifications.

20.10.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident or illness.

20.10.3 Allowable leave shall not be accumulated year to year.

20.10.4 Industrial Accident or Illness Leave shall commence on the first day of absence.

20.10.5 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

20.10.6 The District has the right to have the unit member examined by a physician designated by the District at the District's expense, to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

20.10.7 For any days of absence from duty as a result of the same industrial accident or illness, the District shall forward to the unit member the Workers Compensation check. The amount of this check shall be deducted from the unit member's salary warrant so that the total amount of the compensation received shall not exceed 100% of the unit member's salary.

20.10.8 A unit member receiving benefits as a result of an industrial accident or illness shall remain, during periods of injury or illness, within the State of California unless the Board of Trustees authorizes travel outside the state.

## 20.11 Jury/Subpoenaed Unit Member Leave

20.11.1 Unit members shall be provided paid leave for regularly called jury duty or to appear in court due to a no personal fault subpoena issued by the court, subject to the following conditions:

1. the unit member shall submit an absence report form for each such absence, accompanied by a "Jury Duty Certification" or a copy of the subpoena,
2. whenever possible, unit members who serve as jurors or who have appeared in court for only a part of a day shall return to their work for the remainder of the day,
3. the District shall pay the unit member's regular salary and the unit member shall remit to the District the amount received for jury duty or witness pay within five (5) days of receiving such pay or prior to the close of the last payroll period of the year, whichever occurs earlier.

20.11.2 A unit member called for jury duty during the school year who requests and is granted a postponement and then serves during non-instructional days shall be paid the substitute teacher daily rate for days served during non-instructional time.

20.11.2.1 The unit member shall submit proof of postponement in addition to the "Jury Duty Certification" form.

## 20.12 Military Leave

20.12.1 Unit members shall be provided military leave for active duty subject to the following conditions:

1. a unit member who is a member of the military or reserves is entitled to a temporary leave of absence to attend active duties, (times of war, rebellion, insurrection, riot, public calamity or catastrophe and other emergencies set forth in the Military and Veterans Code sections 142, 143, and 146) but not inactive duties,
2. a unit member who is ordered to active duty as a member of the reserves is entitled to leave with pay, of not more than 1/10 of the unit member's annual salary established for such position, (1/10 pay for contracted school year and for not more than thirty (30) calendar days) from his employer as specified in Military and Veterans Code section 395.05. If a unit member is ordered and the unit member needs a period substitute, the period substitute shall count as a 1/5 day. Unit members shall be ordered to active duty by the Governor, President

of the United States, Chief Executive officer of any city or county, Justice of the Supreme Court, judge, sheriff or Officer of the United States Armed Forces,

3. a unit member shall use non-contract time to attend inactive duty drills. If a unit member uses contract time for inactive duty the unit member shall not be able to use any leave time or to be paid.

## 20.13 Parental Leave

- 20.13.1 Parental leave is defined as leave taken for the birth of a child of the unit member, or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member. Parental leave is separate and distinct from pregnancy disability leave and leave taken because of a serious health condition.
- 20.13.2 Unit members must be employed by the District for 12 months prior to taking parental leave.
- 20.13.3 When the unit member has exhausted all available sick leave, and continues to be absent for the purposes of parental leave, the unit member shall receive differential pay for up to twelve (12) workweeks in an amount not to exceed the actual cost of a substitute hired to fill the position during the unit member's absence, or if no substitute was employed, the amount that would have been paid to a substitute had one been employed. The District shall make every reasonable effort to secure the services of a substitute employee.
- 20.13.4 The unit member taking parental leave is entitled to one 12-workweek differential pay period during any 12-month period of time. If the school year ends before the 12-workweek leave is exhausted, the unit member may take the balance of the leave in the subsequent school year. Non-paid school calendar days or breaks shall not be counted as part of the 12-workweek period.
- 20.13.5 Parental leave may be taken at any time in the 12-month period following the birth or placement of a child with the unit member. The minimum duration for parental leave shall be two weeks, with an exception of a leave of less than two weeks duration being granted on any two occasions. The District may grant additional requests of leave for a period of less than two weeks at the District's discretion. All parental leave must be concluded within 12 months of the birth or placement of the child with the unit member.
- 20.13.6 For birthing mothers, the 12-workweek parental leave shall commence on a designated date that is after the conclusion of any pregnancy disability leave. For non-birthing parents, the 12-workweek parental leave shall commence on the first day of such leave.
- 20.13.7 While on parental leave, the unit member shall continue to receive any applicable health benefits the unit member was receiving immediately prior to the commencement of the leave.

20.13.8 If a unit member has not exhausted all available sick leave and seeks parental leave, the unit member has the option of using sick leave for parental leave purposes. If the unit member exhausts the remainder of his or her sick leave, the unit member may then take paid parental leave; however, the 12-workweek differential pay period shall be reduced by any period of sick leave taken during the 12-workweek period of parental leave.

20.13.9 Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12-workweeks of unpaid leave for child bonding purposes under the Family Care Leave provisions set forth in Article 20.14, so long as the unit member qualifies for such leave.

20.13.10 The foregoing provisions are intended to comply with Education Code section 44977.5 (AB 2393).

20.13.11 If a unit member has exhausted the 12-workweek period of parental leave as set forth above, and seeks to continue parental leave, the unit member may request an unpaid leave of absence as provided in Article 20.7.

#### 20.14 Family Care Leave

20.14.1 Any full-time unit member who has served the District for at least one (1) continuous school year shall be eligible to take unpaid family care leave under the provisions of Government Code 12945.2 and Public Law 103-3.

20.14.2 Family Care Leave may be used for the following reasons:

1. the birth or placement for adoption or foster care of a child (leave may be taken only within twelve (12) months of birth or placement),
2. the serious health condition of a spouse, child, or parent of the employee,
3. the unit member's own serious health condition.

20.14.3 For the purposes of this regulation:

"Family" is defined as a spouse, child, or parent,

"Child" is defined as a biological child, adopted child, or foster child, a step child, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age, (or eighteen (18) or older and incapable of self care due to physical or mental disability), or an adult dependent child,

"Parent" is defined as a biological parent or an individual who stands in loco parentis. Loco parentis is an individual who is responsible for the day to day activity of an individual or one who had the responsibility when the employee was a child. For this purpose a biological or legal relationship is not necessary,

"Spouse" is defined as a legally recognized husband or wife; common law marriage is acceptable in states that recognize it,

"Serious health condition" is defined as "an illness, injury, impairment, or physical or mental condition" involving either inpatient care or continuing treatment by a health care provider.

- 20.14.4 Family Care Leave may be taken in one or more periods but shall not exceed a total of twelve (12) weeks within a twelve (12) month period.
  - 20.14.4.1 Leave for serious health conditions (either of a family member or the unit member) may be taken intermittently or on a reduced schedule if medically necessary and with mutual agreement between the employee and the employer.
  - 20.14.4.2 If the unit member wishes to take intermittent leave, and that leave would cause the unit member's absence from his/her assignment more than twenty (20) percent of the time, the unit member may be required either to take continuous leave throughout the treatment period or to be placed in an equivalent position that would not be disruptive to the assignment.
  - 20.14.4.3 A unit member may be required to extend leave through the end of a semester if he/she would otherwise have returned within the last three weeks of the semester's end, depending on the date on which the leave commenced and the duration of the leave.
  - 20.14.4.4 If spouses both employed by the district wish to take leave, each spouse is entitled to twelve (12) weeks leave.
- 20.14.5 The unit member shall continue to receive pension and retirement plans, and supplemental unemployment benefit plans to the same extent under the same conditions as apply to an unpaid leave taken for any other reason.
- 20.14.6 The unit member shall receive paid health benefits during the leave period. The District may recover health premiums paid for a unit member who fails to return from leave, except if the reason is the continuation, recurrence, or onset of serious health condition, or circumstances beyond the unit member's control, subject to certification.
- 20.14.7 The unit member shall retain his/her employee status with the District during the leave period. The leave shall not constitute a break in service for the purposes of longevity, seniority, or any employee benefit plan.
- 20.14.8 The unit member may elect to use paid personal illness and injury leave or personal necessity leave as defined in Articles 20.3 and 20.4 of this agreement.

20.14.9 If the unit member's need for family care leave is foreseeable, he/she shall give the District thirty (30) days advance notice. For unforeseeable circumstances, reasonable and practicable notice shall be given.

20.14.9.1 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval.

20.14.10 A unit member's request for leave due to a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

1. the date on which the serious health condition began,
2. the probable duration of the condition,
3. appropriate medical facts regarding the condition,
4. a statement that the employee is needed to care for a spouse, parent, or child (along with an estimate of time required), or that the employee is unable to perform his/her functions; and
5. in the case of intermittent leave, the dates and duration of treatments to be given.

20.14.11 The District may require that a second opinion be obtained at the District's expense.

20.14.12 If additional leave is needed when the time estimated by the health care provider expires, the unit member shall provide recertification as specified above.

20.14.13 At the end of the twelve (12) week period (or intermittent equivalent) all benefits of the Family Leave Act shall cease.

## 20.15 Catastrophic Leave Bank

### 20.15.1 Creation and Definition

20.15.1.1 The Association and the District agree to create the Upland Teachers Catastrophic Leave Bank effective immediately upon ratification of this agreement (1995). The Catastrophic Leave Bank shall be funded in accordance with the terms of 20.14.2 below.

20.15.1.2 "Catastrophic illness" or "injury" is defined as 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 whose 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 off work creates a financial hardship for the employee because he or she has exhausted all of his or her personal illness and injury leave and other paid time off. (Ed Code 44043.5 (a) (1)). An extended period of time shall be defined as no fewer than ten (10) consecutive work days.

- 20.15.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 20.15.1.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 20.15.1.5 The Executive Committee shall consist of the District Assistant Superintendent of Personnel and the Association President.
- 20.15.1.6 The Catastrophic Leave Review Committee shall be comprised of the Executive Committee and three (3) members appointed by the Association who shall administer the Catastrophic Leave Bank.

#### 20.15.2 Eligibility and Contributions

- 20.15.2.1 All permanent unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 20.15.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors shall be permitted to withdraw from the Bank.
- 20.15.2.3 The contribution, on the appropriate form, of one (1) personal illness and injury day per year shall be authorized by the unit member and continued from year to year until cancelled by the unit member.
- 20.15.2.4 Cancellation, on the appropriate form, may be effected at any time. The unit member shall be eligible to draw from the Bank until the effective date of cancellation. Personal illness and injury leave previously authorized for contribution to the bank shall not be returned if the unit member effects cancellation.
- 20.15.2.5 Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave that included the enrollment period shall be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all permanent unit members and those permanent unit members returning from leave.

20.15.2.6 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of personal illness and injury leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

20.15.2.6.1 An additional day of contribution shall be requested of participants if the Executive Committee determines that the Bank is close to depletion. Unit members may volunteer to put in an additional day that year outside the initial contribution period.

20.15.2.6.2 If the Executive Committee determines that the number of days in that Bank at the beginning of the school year are more than adequate and exceed the anticipated needs of the members, no contribution shall be required of continuing unit members who contributed the prior year. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave, shall be required to contribute one day to the Bank.

20.15.2.7 Unit members who are retiring or leaving the employ of the District may contribute their unused personal illness and injury leave to the Catastrophic Leave Bank.

### 20.15.3 Withdrawal from the Bank

20.15.3.1 Catastrophic Leave Bank participants, whose personal illness and injury leave is exhausted, may withdraw from the bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days (as defined in 17.1.4 of the Contract) or incapacitates an immediate family member (as defined in 20.5.2 of the Contract) for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or a member of a unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days.

20.15.3.2 Participants must use all personal illness and injury leave (but, not differential leave) as defined in Article 20.3, available to them before eligible for a withdrawal from the bank.

20.15.3.3 Participants who have exhausted personal illness and injury leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The district shall pay the participant full pay and the Bank shall be charged one-half (1/2) day.

- 20.15.3.4 The first ten (10) duty days of illness or disability must be covered by the participant's own personal illness and injury leave, differential leave, or leave without pay the first time said participant qualifies for a withdrawal from the bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's own personal illness and injury leave, differential leave, or leave without pay.
- 20.15.3.5 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than thirty (30) duty days. Participants may submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
- 20.15.3.6 The catastrophic leave recipient, because he/she remains in paid District status, shall continue to receive District fringe benefit contributions for the duration of said leave.
- 20.15.3.7 Participants applying to withdraw from the Catastrophic Leave Bank shall be required to submit a doctor's statement indicating the nature of illness or injury and the probable length of absence from work. This information shall be kept confidential.
- 20.15.3.8 If a participant is incapacitated, the participant's agent or member of the participant's family may submit applications to the Executive Committee.
- 20.15.3.9 If a participant has withdrawn thirty (30) Catastrophic Leave Bank days and requests an extension, the Executive Committee may require a medical review by a physician of the Executive Committee's choice at the participant's expense. The Executive Committee shall choose only a physician who qualified under the District offered insurance policy. Refusal to submit to the medical review shall terminate the participant's continued withdrawal from the Bank. The Executive Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report or the number of credit days in the Catastrophic Leave Bank. The participant may appeal any termination under the procedures outlined in Section 20.14.3.14 below.
- 20.15.3.10 Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own personal illness and injury leave, and differential pay, and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the District, or

if the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant, the Bank shall not be charged days.

- 20.15.3.11 When the Executive Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the Executive Committee shall request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days shall disqualify draw applicant for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments shall cease. If denied benefits by STRS or Social Security, the applicant must appeal by submitting the reason for denial, or entitlement to the Catastrophic Leave Bank shall cease.
- 20.15.3.12 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, neither the Review Committee nor the District is under any obligation to pay the participant any funds whatsoever. If the Review Committee denies a request for withdrawal because of insufficient days to fund the request, they shall notify the participant in writing of the reason for the denial.
- 20.15.3.13 Withdrawals and difference pay become effective immediately upon the exhaustion of personal illness and injury leave or the waiting periods provided for in Section 20.14.3.4.
- 20.15.3.14 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, appeal the denial, non-renewal, or termination to the Review Committee.
- 20.15.3.15 The Association shall provide representation to an appealing participant, unless the appellant refuses representation. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the appeal.

#### 20.15.4 Administration of the Bank

- 20.15.4.1 The District and Upland Teachers Association shall share the responsibility of maintaining the records, receiving withdrawal requests, verifying the validity of requests and the status of the requesters' personal illness and injury leave, and communicating that

information to the Catastrophic Leave Bank Review Board. The Catastrophic Leave Bank Executive Committee shall have the responsibility for approving or denying the requests in total or any portion thereof.

- 20.15.4.2 The Executive Committee authority shall be limited to administration of the Bank. The Executive Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability. In reviewing requests, the Executive Committee shall consider the number of days requested, the number of individuals requesting withdrawals, and the status of the credits in the Bank.
- 20.15.4.3 Applications shall be reviewed and decisions of the Executive Committee shall be reported in writing to the applicant within ten (10) duty days of receipt of the application.
- 20.15.4.4 If denied, the applicant has ten (10) duty days to request a review of their application by the Catastrophic Leave Bank Review Committee.
- 20.15.4.5 The Executive Committee and the Review Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 20.15.4.6 By October 5, of each school year, the District shall notify the Executive Committee and Review Committee of the following:
  - 1. the total number of accumulated days in the Bank as of June 30 of the previous school year,
  - 2. the number of days contributed by unit members for the current year,
  - 3. the names of participating unit members,
  - 4. the total number of days available in the Bank.
- 20.15.4.7 On a quarterly basis, or more frequently upon request, the Personnel Office shall present a complete report to the President of the Association regarding the status of the Bank and participants.
- 20.15.4.8 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

## 20.16 Other Unpaid Leaves

20.16.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority or permanency (tenure) credit, may be granted for the following purposes for a period of not more than one (1) school year: care for a member of the immediate family who is ill; long-term illness of the unit member; service in an elected public office; professional study or research; employment related to education; or for personal family reasons.

20.16.1.1 The applications for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by March 1 of the school year as to intent to return to employment in the District. If the failure to so notify creates a hardship on the District or impairs the job rights of other unit members, then such failure may be considered an abandonment of position.

20.16.1.2 The unit member on such leave may participate in the District health and welfare programs by paying the full premiums for such benefits.

20.16.1.3 The unit member on such leave shall be entitled to return to the same position, unless the position is no longer vacant, then to a comparable position to that held at the time the leave commenced.

## **ARTICLE 21: COMPENSATION PROVISIONS**

### 21.1 Compensation Appendix Definition

21.1.1 The compensation for unit members shall be as set forth in "Appendix A - Salary", "Appendix B - Summer School Provisions", "Appendix C - Fringe Benefits", "Appendix D - Part-Time Employment Plan", "Appendix E - Certificated Early Retirement Program".

### 21.2 Step and Column

21.2.1 In addition to compensation set forth above, the unit member shall be paid for the normal and customary step and column advancements on the salary schedule for the school year.

### 21.3 Uniforms

21.3.1 The District shall provide an adequate uniform for any unit member who is required to wear such uniform in the performance of assigned duties.

#### 21.4 Physical Exams

21.4.1 Whenever a unit member is required by the District to take a physical examination, or when unit members are required by law to submit to a physical examination for continuance in employment, the District shall pay for the required examinations including tuberculosis.

#### 21.5 Personal Vehicle Mileage

21.5.1 A unit member who is required to use a personal vehicle on District business and who has been approved for mileage reimbursement shall be paid at the rate allowable per mile by the Internal Revenue Service. Each September the District shall notify unit members of this amount. Such required use shall include unit members who are assigned to more than one school per day, teacher visitation, work experience teacher travel, and approved in-service programs. Travel shall not be used to discipline unit members.

#### 21.6 Extra-curricular/Co-curricular Activities and Compensation

21.6.1 Extra-curricular activities are defined as activities that are not a part of the regular school curriculum, are not graded, do not offer credit, and do not take place during classroom time.

21.6.2 Co-curricular activities are defined as activities scheduled as a class in the regular school day with extra duty beyond the regular school day and are paid in accordance with Article 21.6.7. Co-curricular activities are part of the unit member's teaching assignment.

21.6.3 Extra-curricular/Co-curricular activities shall be available for application to all interested staff members, when the position becomes available.

21.6.3.1 Each site shall post extra-curricular/co-curricular openings at that site on the staff bulletin board for five (5) working days.

21.6.3.2 If no unit member on site applies within the time requirement, the position shall be posted at all other schools for five (5) working days.

21.6.3.3 Unit members shall be given preferential consideration in filling extra duty positions when qualifications are essentially equal as deemed by the administrator.

21.6.4 In the event there is more than one individual who desires to direct a specific activity, the employing administrator shall make the determination as to who will be selected. Criteria for selection shall be:

1. knowledge of the subject matter/activity/sport,
2. experience,

3. training,
4. leadership qualities.

21.6.5 Any unit member desiring to supervise an activity not designated in this article may meet with the appropriate supervisor for presentation of a proposed activity. Prior approval is required by the Assistant Superintendent of Personnel Services before implementing the proposed activity.

21.6.6 Compensation for activities not listed in this article shall be negotiated with the Association.

#### 21.6.7 Extra Duty Pay

21.6.7.1 Extra Duty Pay Table of Rates  
Index times Column A, Step I of the Certificated Salary Schedule

##### Extra-curricular/Co-curricular Activities

##### **Performing Arts (Annual)**

Band Director	HS	Co	.18
Assistant Band Director	HS	Co	.09
Band Director	JH	Co	.08
Band Director (Jazz)	JH	Co	.044
Band Director (Honor)	Elem	Co	.022
Band Director (Jazz)	Elem	Co	.044
Choral Director	HS	Co	.18
Choral Director	JH	Co	.044
Choral Director	Elem	Co	.022
Color Guard (1st Sem)	HS	Co	.075
Winter Guard (2nd Sem)	HS	Co	.075
Dance (Team)	HS	Extra	.075
Dance (Company)	HS	Co	.15
Theater Director	HS	Co	.15
Assistant Theater Director	HS	Co	.065
Theater Director	JH	Co	.044

##### **Activities (Annual)**

Academic Decathlon	HS	Extra	.065
Academic Decathlon	JH	Extra	.022
Cable Channel	HS	Co	.18
History Day	HS	Extra	.044
Pep Squad	HS	Co	.09
Pep Squad	JH	Extra	.022
Yearbook Comprehensive	HS	Co	.065
Yearbook Continuation	HS	Co	.022
Yearbook	JH	Co	.022

Newspaper Comprehensive	HS	Co	.055
Newspaper Continuation	HS	Co	.022
Newspaper	JH	Co	.022
Mock Trial	HS	Extra	.065
Model UN	HS	Extra	.044
Speech/Debate	HS	Extra	.088
Literary Magazine	HS	Extra	.022
Webmaster	HS	Extra	.044

#### **Directors (Annual)**

Athletics Director	HS	Co	.20
Activities Director	HS	Co	.20
Activities Director	JH	Co	.088

#### **Athletics (Seasonal)**

##### Football:

Head Coach	HS	Extra	.10
Assistant Coach I	HS	Extra	.085
Assistant Coach II	HS	Extra	.07

##### All Other Sports:

Varsity Coach	HS	Extra	.09
Varsity Assistant Coach	HS	Extra	.075
Continuation HS Coach	HS	Extra	.044
JV/Frosh/Soph Coach	HS	Extra	.07
Other Assistant Coach	HS	Extra	.065
Junior High Coach	JH	Extra	.044
Weight Training Coach (annual)	HS	Extra	.15

#### 21.6.7.2 Additional Activity Positions, Activity Assistant Positions or Coaching Assistants

21.6.7.2.1 A unit member may propose additional extra-curricular/co-curricular activity positions, activity assistant positions or additional coaching assistant positions for recommendation by the Principal to the Assistant Superintendent of Human Resources for final approval. The compensation factor shall be .022, .044 or .065 as mutually agreed upon.

#### 21.6.7.3 CIF Playoffs

21.6.7.3.1 Team Sports: If a team participates in CIF Playoffs, only the assigned Varsity and Assistant Varsity Coaches qualify for extra pay. Such pay shall be prorated on a weekly basis.

21.6.7.3.2 Individual Sports or Individual Athletes: In individual sports or where individual athletes are involved in CIF Playoffs,

only the Head Varsity Coach or his/her designee shall qualify for extra pay. Such pay shall be prorated on a weekly basis.

21.6.7.4 State and National Competition

21.6.7.4.1 If students participate in state or national competition, the assigned teacher/advisor or designee shall qualify for extra pay. Such pay shall be prorated on a weekly basis.

21.6.7.5 Elementary Overnight Stipend

21.6.7.5.1 Any unit member participating in an elementary overnight field trip shall receive a stipend of \$50.00 per night.

**APPENDIX "A"**  
**SALARY AND COMPENSATION**

I.

**APPENDIX "A"**  
**UPLAND UNIFIED SCHOOL DISTRICT**  
**SALARY & COMPENSATION**  
**CERTIFICATED SALARY SCHEDULE (184 DAYS)**  
**BOARD APPROVAL 06/04/2019**

STEP	A	B	C	D
	BA to BA + 30	BA+45 or MA	BA+60 BA + 45 incl. MA	BA + 60 incl. MA or MA+30
1	\$49,525	\$52,373	\$55,222	\$58,072
2	\$51,760	\$54,784	\$57,807	\$60,832
3	\$53,996	\$57,194	\$60,393	\$63,594
4	\$56,231	\$59,606	\$62,979	\$66,354
5	\$58,466	\$62,015	\$65,565	\$69,115
6	\$60,701	\$64,426	\$68,150	\$71,876
7	\$62,936	\$66,837	\$70,736	\$74,639
8	\$65,172	\$69,249	\$73,322	\$77,399
9	\$67,406	\$71,657	\$75,908	\$80,161
10	\$69,642	\$74,067	\$78,494	\$82,920
11	\$71,876	\$76,480	\$81,081	\$85,682
12	\$74,112	\$78,888	\$83,667	\$88,444
13	\$76,347	\$81,299	\$86,253	\$91,204
14-17	\$77,662	\$82,614	\$87,566	\$92,519
18-20	\$78,978	\$83,929	\$88,881	\$93,834
21-23	\$80,290	\$85,252	\$90,197	\$95,148
24-26	\$81,606	\$86,556	\$91,509	\$96,462
27-29	\$82,919	\$87,872	\$92,824	\$97,776
30+	\$86,862	\$91,815	\$96,767	\$101,720

The stipend for a Master's Degree shall be \$350, and \$500 for the Doctoral Degree.

- II. The compensation for psychologists shall be based on a ratio of 1.19 of placement on the Certificated Salary Schedule.
- III. The compensation for Speech Language Pathologists, Nurses and Occupational Therapists shall be based on a ratio of 1.08 of placement on the Certificated Salary Schedule for Speech Language Pathologists, Nurses and Occupational Therapists employed in the District for 1 to 6 years. The compensation for Speech Language Pathologists, Nurses and Occupational Therapists shall be based on a ratio of 1.12 of placement on the Certificated Salary Schedule for Speech Language Pathologists, Nurses and Occupational Therapists employed in the District for 7 years or more. In order to qualify for the differential pay, the unit member shall hold a valid credential or pass an approved competency examination for that program to which the unit member is assigned. A unit member granted a waiver for a required credential shall not receive the differential stipend.
- IV. The compensation for 7-8 and continuation high school counselors shall be based on a ratio of 1.06 of placement on the Certificated Salary Schedule plus five (5) days at individual's daily rate. The compensation for 9-12 comprehensive high school counselors shall be based on a ratio of 1.06 of placement on the Certificated Salary Schedule plus ten (10) days at the individual's daily rate. The compensation for Directors of Attendance/Discipline shall be based on a ratio of 1.12 of placement on the Certificated Salary Schedule plus five (5) days at individual's daily rate.
- V. The compensation for librarian shall be based on a ratio of 1.034 of placement on the Certificated Salary Schedule plus ten (10) days at individual's daily rate.
- VI. An annual teaching differential of .065 times Column A, Step 1 on the Certificated Salary Schedule shall be provided to Special Education teachers. An annual teaching differential of .03 times Column A, Step 1 on the Certificated Salary Schedule shall be provided to Bilingual teachers. In order to qualify for the differential pay, the unit member shall hold a valid credential or pass an approved competency examination for that program to which the unit member is assigned. A unit member granted a waiver for a required credential shall not receive the differential stipend.
- VII. When the student load for work experience teachers exceeds the state maximum as provided in the Education Code the work experience teacher shall be paid an additional amount at the adult education hourly rate and each additional one-fifth (1/5) or portion thereof of the state maximum if unit member voluntarily accepts the additional student load.
- VIII. The hourly compensation for individuals who teach Adult Education classes shall be .000885 of Column A Step 1 on the Certificated Salary Schedule.
- IX. Driver education teachers who lack the BA Degree shall be paid under Column A of the Certificated Salary Schedule and may advance to the top of that column.
- X. The stipend for a Master's Degree shall be \$350.00 and the stipend for a Doctoral Degree shall be \$500.00.

XI. For the purposes of eligibility for the longevity increment, teaching for at least 75% of a school year shall constitute one year of service. Unit members who teach for less than 75% of a school year shall attain one year of service credit after the equivalent of 75% or more of a service year has been accumulated.

XII. Part-time regular day employees shall be compensated for such teaching at 1/5 of the teacher's daily rate times the number of periods assigned. Daily rate shall be determined by the following formula:

$$\frac{\text{Current Contract Salary}}{\text{Number of days in the current work year as defined in this Agreement}} = \text{Per Diem Rate}$$

XIII. Regular day employees voluntarily assigned to an extra teaching period on a regular and continuous basis shall be compensated for such teaching at 1/5 of the teacher's daily rate. Daily rate shall be determined by the following formula:

$$\frac{\text{Current Contract Salary}}{\text{Number of days in the current work year as defined in this Agreement}} = \text{Per Diem Rate}$$

XIV. Compensation for additional duties or responsibilities shall be as follows:

- A. Any unit member who assumes duties on weekends, with the exception of extra-curricular/co-curricular assignments, shall be paid at the index rate of .0008 times Column A, Step I of the Certificated Salary Schedule.
- B. Any unit member who substitutes during his/her conference period shall be paid at the index rate of .0008 times Column A, Step I of the Certificated Salary Schedule.
- C. Any classroom teacher in grades 1-6 who is required to accept students normally assigned to another classroom teacher who is absent and without a substitute, shall be paid at the index rate of .0008 times Column A, Step 1 of the Certificated Salary Schedule times the number of hours that the duty or responsibility is required times the percentage of students transferred from another teacher only in increments of 25%, 33%, 50% or 100% (.0008 of A1 x # of hours x % of students transferred).

Any kindergarten teacher who is required to accept students normally assigned to another classroom teacher who is absent and without a substitute, beyond the ninety minutes that the kindergarten teacher is required to spend in another classroom, shall be paid at the index rate of .0008 times Column A, Step 1 of the Certificated Salary Schedule times the number of hours that the duty or responsibility is required beyond ninety minutes times the percentage of students transferred from another teacher only in increments of 25%, 33%, 50% or 100% (.0008 of A1 x # of hours beyond 90 minutes x % of students transferred).

Example: A teacher receives 25% of an absent teacher's class of students for 3 hours. If A1 were \$33,860.00 the formula would be:  $.0008 \times \$33860.00 \times 3 \times .25 = \$20.32$ .

This compensation shall not apply to teachers on assignment.

- D. Any unit member who assumes duties or responsibilities beyond those that are required in this provision, or any unit member assigned specific curriculum development beyond the regular teaching assignment, shall be paid at the index rate of .0008 times Column A, Step I of the Certificated Salary Schedule. This shall be referred to as the Curriculum Planning Rate.
  - E. Any unit member who assumes duties or responsibilities for student intervention programs beyond the regular teaching assignment shall be paid according to Appendix B, I Summer School/Intervention Hourly Salary Schedule.
  - F. Any K-6 unit member who assumes duties or responsibilities for teaching a regular education combination class shall be paid \$500.00 and receive an additional \$200.00 materials allowance.
  - G. Any unit member who assumes responsibilities as a Technology Lead shall be paid at the rate of .044 times Column A, Step I of the Certificated Salary Schedule.
  - H. Any unit member who assumes responsibilities as a Curriculum Lead shall be paid at the rate of .044 times Column A, Step I of the Certificated Salary Schedule.
  - I. Any unit member who assumes responsibilities as a Nurse Lead, Occupational Therapist Lead or a Psychologist Lead shall be paid at the rate of .15 times Column A, Step I of the Certificated Salary Schedule.
  - J. Any unit member who assumes responsibilities as a Speech Language Pathologist Lead shall be paid at the rate of .20 times Column A, Step I of the Certificated Salary Schedule.
- XV. Any unit member assigned to work beyond the Contract year shall be paid on a pro rata basis.
- XVI. Salary Schedule placement shall be determined by the following requirements:
- A. A maximum of nine (9) years credit shall be allowed for:
    - 1. prior full-time teaching experience with a valid teaching credential. A full-time teaching year shall be defined as 75% of the work year, as specified in a district calendar for the district in which the service was performed,

2. Vista, Peace Corps, college teaching, while working a full-time schedule for 75% of a school year, and holding a college degree and a valid non-emergency credential,
  3. parochial or private school experience with a full-time schedule for 75% of a school year and holding a college degree and a valid non-emergency credential.
- B. A maximum of two (2) years credit shall be allowed for regular full-time military service on a year-for-year basis.
  - C. A maximum of nine (9) years combination of teaching service and military service may be allowed for placement on the salary schedule.
  - D. When employed, graduate units earned at an accredited college or university shall be counted for placement on the salary schedule.
  - E. Graduate level units completed prior to receipt of the Bachelor's Degree shall count towards column advancement provided that the units were not part of the unit member's undergraduate work required for the Bachelor's Degree and upon verification by the college or university that the units are applicable to a graduate program.
  - F. Upon initial employment, the unit member shall be required to furnish a complete set of transcripts in order to be placed properly on the salary schedule. In the event that a complete set of transcripts are not furnished at the time of employment, a unit member shall be placed on Column A at the appropriate step of the Certificated Salary Schedule pending receipt of a complete set of transcripts in the Personnel Office. When a complete set of transcripts are presented, the unit member shall be paid retroactively to the first day of service on the appropriate column of the salary schedule.

XVII. The appropriate salary schedule policies of the District in effect at the signing of this Agreement shall be maintained as follows:

- A. Payment for column advancement on the salary schedule shall be effective on September 1, December 1, or March 1. The District shall not pay any unit member until the District receives verification by transcript of the course work completion; however, the payment shall be retroactive to either September 1 for course work completed between March 1 and September 1, December 1 for course work completed between September 1 and December 1 or March 1 for course work completed between December 1 and March 1 of each school year. In all circumstances, the unit member who intends to make a column advancement shall so notify the Personnel Office at least three (3) months in advance of such expected changes.

- B. All units submitted for credit toward column advancement on the Certificated Salary Schedule beyond the Bachelor's Degree must be earned in an accredited college or university or by local school district in-service units.
- C. In order for university course work to be credited toward column advancement on the certificated salary schedule, the course work must be related to PreK-12 education and must have prior approval of such relationship by the unit member's supervisor. Such course work need not be upper division or graduate level work.
- D. Any military service courses that earn academic credit for an academic degree may be applied toward column advancement on the certificated salary schedule.
- E. For the purpose of salary placement on the certificated salary schedule, a vocational teacher shall be placed on the schedule at Step 1. A vocational teacher shall be placed on Column A and shall be granted a column advance of one (1) column for each three (3) years of experience for a maximum of twelve (12) years experience. A vocational teacher must complete all academic column requirements up to and including the column in which placed, prior to completing the requirements for advancement to the next column.

**APPENDIX "B"**

**SUMMER SCHOOL/INTERVENTION PROVISIONS**

I.

APPENDIX "B"  
UPLAND UNIFIED SCHOOL DISTRICT  
SUMMER SCHOOL/INTERVENTION PROVISIONS  
SUMMER SCHOOL HOURLY SALARY SCHEDULE  
BOARD APPROVAL 06/04/2019

STEP	A	B	C	D
	BA to BA + 30	BA + 45	BA + 60 or BA + 45 Incl. MA	BA + 60 Incl. MA
1	\$ 34.22	\$ 37.74	\$ 39.70	\$ 41.81
2	\$ 40.52	\$ 42.89	\$ 45.31	\$ 47.74
3	\$ 46.89	\$ 49.89	\$ 52.77	\$ 55.69

1-3 years experience - Step 1  
4-7 years experience - Step 2  
8-12 years experience - Step 3

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- II. Summer School/Intervention Hourly Salary Schedule shall be adjusted at the same percent of increase as that of Appendix A.
- III. A. The work day for unit members in grades 9-12 and special education shall be the minimum number of instructional minutes required for class credit.
- B. The work day for unit members in grades K-8 shall be equal in instructional minutes to the 9-12 work day.
- C. The summer school workday for unit members teaching preschool shall be 180 instructional minutes per day.
- IV. PreK-12 teachers shall be paid for .25 hours of prep time for every 2.0 hours of instruction.
- V. Class size is limited to that set forth in Article 14.

- VI. A. Unit members hired to teach summer school in grades 9-12 must be highly qualified under current federal and California state laws in the course they are assigned to teach. In the event that there are insufficient applicants to teach the number of courses offered or if a 9-12 summer school course does not require specific federal or California state qualifications, unit members may be assigned to teach a summer school course based on their previous experience in similar grade levels or content areas. In all instances, unit members that are highly qualified under current federal and California state laws in the particular subject matter they are being assigned to teach, shall be given first priority over unit members without such qualification.
- B. Unit members hired to teach summer school in grades PreK-8 must be either:
- highly qualified under current federal and California state laws in the particular subject matter they are being assigned to teach or
  - qualified based on their previous experience in similar grade levels or content areas.
- C. Unit members hired to teach summer school must have received a proficient or exemplary rating on the most recent evaluation.
- D. The District shall maintain a database of unit members by hire date, from most senior unit member to least senior unit member.
- E. Unit members who meet the qualifications in Sections A through C above shall be hired to teach summer school based upon a rotation using the database in Section D above. Qualified unit members shall be hired in the order they appear on the rotation, beginning at the top.
- F. Unit members who are hired to teach summer school shall be moved to the bottom of the rotation list after two consecutive years of teaching summer school.
- G. Unit members may be hired outside of the rotational requirement in Sections E and F above for summer school positions in unique programs that have specific unit members assigned to those programs. In the event that more than one unit member is qualified to teach in the unique program, the selection of the summer school teacher(s) shall be based on the rotation in Section D.
- H. Progressive Discipline shall be utilized for all disciplinary actions necessary against unit members during the summer school employment period. Progressive Discipline shall be limited to the following steps.

#### Step 1 – Verbal Warning

When the summer school administrator becomes aware of a situation requiring disciplinary action to be taken against a unit member, the administrator shall hold an individual conference with the unit member and administer a verbal warning.

## Step 2 - Written Warning

When the summer school administrator becomes aware of a situation in which a unit member has not complied with an administrative directive in a verbal warning, the administrator shall hold an individual conference with the unit member and administer a written warning. A copy of the written warning shall be provided to the unit member within 3 days of the conference.

## Step 3 - Letter of Unsatisfactory Performance

When the summer school administrator becomes aware of a situation in which a unit member has not complied with an administrative directive in a written warning, the administrator shall hold an individual conference with the unit member and administer a Letter of Unsatisfactory Performance. A copy of the Letter of Unsatisfactory Performance must be provided to the unit member within 3 days of the conference. Letters of Unsatisfactory Performance shall not be placed in the unit member's personnel file, but shall be placed in a summer school hiring file for the sole purpose of tracking summer school hiring eligibility.

- I. In cases of serious misconduct, the District may take disciplinary actions without following the progressive steps set forth in Section H above.
- J. A unit member who has received a Letter of Unsatisfactory Performance for repeatedly failing to address a disciplinary directive within the course of a summer school session shall be taken off of the rotation in Section E for a period of two years. After the two-year period has ended, the unit member shall be placed at the bottom of the rotation.
- K. Unit member shall be notified by the summer school administrator that they are entitled to Association Representation at all levels of disciplinary action.
- L. Progressive Discipline shall not be used to address professional behaviors related to the California Standards for the Teaching Profession.
- VII. A unit member is entitled to utilize the personal illness and injury leave provisions (20.3.4 and 20.3.6) of this agreement during the summer employment. In addition a unit member is provided an additional one (1) day of non-cumulative personal illness and injury leave.
- VIII. A unit member is entitled to bereavement leave pursuant to Article 20.5.
- IX. A unit member is entitled to industrial accident and illness leave pursuant to Article 20.10.
- X. No other leave provisions under Article 20 shall apply to summer school employment.

## **APPENDIX "C"**

### **FRINGE BENEFITS**

- I. To the extent as set forth below, the District agrees to maintain for the duration of this Agreement, the existing health and welfare benefit specifications.
- II. A Health Benefit Savings Fund shall be created. This fund shall be utilized solely for the purpose of contributing to the cost of certificated unit members' health and welfare benefits.
- III. Unit members shall contribute \$75.00 tenthly as an automatic deduction from unit member pay warrants into the Health Benefit Savings Fund. This contribution shall be made using pre-tax dollars.
- IV. The District shall pay the remaining cost for premiums for the existing dental, vision and HMO health and welfare benefits for full-time bargaining unit members, spouses, dependents and registered domestic partners after any contributions from the Health Benefit Savings Fund for the duration of this Agreement or until a successor agreement is reached.
- V. The District shall pay the premium costs for the existing POS health and welfare benefits up to the total cost of the most expensive HMO plan for full-time bargaining unit members, spouses, dependents and registered domestic partners for the duration of this Agreement or until a successor agreement is reached. The difference in premium costs between the most expensive HMO plan and the POS plan shall be shared equally by the District and any unit member selecting the POS plan. This unit member contribution is in addition to the \$75.00 tenthly contribution by the unit member into the Health Benefit Savings Fund.
- VI. The full cost amount for health benefits as well as the unit member Health Benefit Savings Fund contribution shall be pro-rated for unit members working half time or more daily.
- VII. Premiums shall be paid by the school district for health, dental and vision insurance for employees and dependents that retire at fifty-five (55) years or more of age and have completed ten (10) years of full-time service in the District. If the premium for the retiree is greater than for a full time bargaining unit member, the retiree shall pay the difference. Retirees shall contribute \$75.00 tenthly into the Health Benefit Savings Fund. Coverage shall continue until the age the retiree qualifies or could have qualified for Medicare. At that time, the retiree may continue the plan under group rates at his/her expense and with no further contribution into the Health Benefit Savings Fund.. Premiums and the Health Benefit Savings Fund contribution shall be prorated for part-time employees who have completed ten (10) years of service. Unit members who retire at fifty-five (55) years or more of age, but who did not meet the above service requirements, may continue in the District insurance plan provided the unit member pays the full cost of the premiums.

The above fringe benefit package shall be discontinued if the individual ceases to be retired and accepts employment in another school district and does not continue to receive STRS income.

- VIII. In the event that a certificated unit member is married to or is in a domestic partnership with another Upland Unified School District employee, only one of the employees shall be eligible to enroll in and receive the major medical health benefit plan as set forth in Appendix C. The employee's spouse or domestic partner may enroll as a spouse on the eligible employee's plan. Both employees shall continue to receive individual dental and vision insurance plans provided by the District. Only the employee who is enrolled in the health and welfare benefits plan shall be responsible for the tenthly Health Benefit Savings Fund contribution.

In the event that a certificated unit member is married to or is in a domestic partnership with an Upland Unified School District retiree eligible to receive District-paid benefits under Appendix C, only the certificated unit member shall be eligible to enroll in and receive the major medical health benefit plan as set forth in Appendix C. The employee's retired spouse or domestic partner may enroll as a spouse on the eligible employee's plan. Both employee and retiree shall continue to receive individual dental and vision insurance plans provided by the District as eligible under Appendix C. Only the active employee enrolled in the health and welfare benefits plan shall be responsible for the tenthly Health Benefit Savings Fund contribution.

In the event that a certificated unit member retiree is married to or is in a domestic partnership with another Upland Unified School District retiree eligible to receive District-paid benefits under Appendix C, only one of the retirees shall be eligible to enroll in and receive the major medical health benefit plan as set forth in Appendix C. The retiree's spouse or domestic partner may enroll as a spouse on the eligible retiree's plan. Both retirees shall continue to receive individual dental and vision insurance plans provided by the District as eligible under Appendix C. Only the retiree who is enrolled in the health and welfare benefits plan shall be responsible for the tenthly Health Benefit Savings Fund contribution.

Per the provisions of section VIII, the certificated unit member (or retiree in the case of two retirees) not eligible for an individual major medical insurance plan paid for by the District, shall receive an annual cash payment of \$6000.00 until the age the retiree qualifies or could have qualified for Medicare if the employees and/or retirees were married at the time of ratification of this provision (October 24, 2017).

- IX. The District shall provide life insurance of \$50,000.00 and an additional \$50,000.00 accidental death and dismemberment insurance to all unit members employed full-time or on a 50%+ basis.
- X. The District and Association shall jointly participate in a standing Health Benefits Committee (HBC) to review health and welfare benefits provided to certificated bargaining unit members and retirees, as set forth below.
- A. The HBC shall consist of three (3) representatives from the Association, three (3) representatives from the District, and, if agreed upon, a neutral facilitator mutually selected by the parties. District and Association representatives may also bring outside

health benefits consultants and brokers to attend HBC meetings. Stakeholders from other employee groups may be included in this HBC.

- B. Unless otherwise agreed by the HBC representatives, the HBC shall meet monthly. The meetings shall, to the extent possible, take place at regularly scheduled dates and times, and may take place during regular work hours and employment break periods. The District shall grant Association members on the HBC with as much paid release time as needed to fulfill their HBC roles in good faith.

- C. The primary purpose of the HBC meetings shall be to:

Collaboratively develop recommendations to achieve feasible ongoing savings to the District's current and future health and welfare contributions for certificated unit members (and, if stakeholders from other employee groups are on the HBC, health and welfare contributions for those employees as well). The HBC's goal shall be to recommend ongoing savings designed to maintain fiscal solvency and reduce the risk of deficit spending. To this end, the HBC shall thoroughly review and discuss health and welfare programs, including, but not limited to, brokers and trusts, plans, plan designs and options, co-payments and deductibles, and District and employee contributions.

Develop a recommendation as to how much of the Health Benefit Savings Fund will be used to offset any actual cost increases for that year.

Ensure certificated unit members continue to receive excellent health and welfare benefits. To this end, the HBC shall strive to maintain or improve the quality of health and welfare programs provided to certificated unit members (and, if stakeholders from other employee groups are on the HBC, health and welfare programs provided to those employees as well), to the extent possible.

- D. Upon reaching consensus, the HBC shall promptly provide its recommendations to the parties' designated bargaining teams. Those teams shall then meet and negotiate without delay for the purpose of adopting the HBC's recommendations, or agreeing on revised measures based on the HBC's recommendations. If necessary and appropriate, the bargaining teams may jointly direct the HBC to reconvene and revise its recommendations in a timely manner.

## **APPENDIX "D"**

### **PART-TIME EMPLOYMENT PLAN**

- I. Unit members may engage in part-time employment with full pre-retirement benefits effective July 1, 1977, with applications to be received by March 1 of each year, subject to the conditions as set forth below:
  - A. the employee shall have reached the age of fifty-five (55) prior to reduction in workload,
  - B. the unit member must have been employed full-time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment, all in the District,
  - C. the option of part-time employment shall be exercised at the request of the employee, and the participation can be revoked only with the mutual consent of the employer and the employee, except that such employees shall be subject to layoff and dismissal according to the appropriate statutory provision,
  - D. the unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the unit member not elected the option of part-time employment, but shall retain all other rights and benefits for which the unit member makes the payments that would be required if he/she remained in full-time employment,
  - E. the unit member shall receive health benefits in the same manner as a full-time employee,
  - F. the minimum part-time employment shall be the equivalent of one half (1/2) of the number of days of service required during the final year of service in a full-time position by the unit member,
  - G. once an employee has elected to be on a part-time status, such employee cannot return to full-time employment status, except by mutual agreement between the school district and employee and may not thereafter return to part-time status,
  - H. the period of such part-time employment shall not exceed five (5) years,
  - I. the period of such part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday,
  - J. employees on a part-time employment status shall accrue seniority on the same pro rata basis as their pro-rata employment,
  - K. the final determination as to which employees will participate in this program and the form of part-time employment rests within the sole discretion of the Board,

- L. the participation in this plan shall be limited to no more than a total of sixteen (16) employees at any one time,
- M. two unit members may enter into a joint contract with the District for one teaching assignment provided that each party assumes 50% of the teaching assignment. Both unit members shall attend all non-instructional student free days in their entirety,
- N. part-time unit members are responsible to the immediate supervisor for all assigned activities during required working hours and for attending faculty meetings not in excess of two (2) per month. All appropriate unit members shall attend parent-teacher conferences and shall attend all evening functions required by faculty,
- O. upon prior approval by the immediate supervisor, a unit member may be granted release time provided the unit member, prior to being granted release time, agrees to perform additional equivalent services,
- P. unit members may reduce their workload from full-time to part-time to phase into the retirement program. It shall be the unit member's responsibility to initiate the request for reduced services,
- Q. the written agreement or contract for reduced service must be entered into prior to the period of reduced service before the beginning of the school year or the beginning of the second half of the school year,
- R. contract provisions in Articles 13 and 20 apply proportionately to part time unit members where applicable.

## **APPENDIX "E"**

### **CERTIFICATED EARLY RETIREMENT PROGRAM**

- I. Unit members may participate in an early retirement program subject to the following conditions:
  - A. the bargaining unit member shall have reached age fifty-five (55) and have rendered a minimum of ten (10) years of service to the Upland Unified School District,
  - B. the bargaining unit member requesting to participate in this program shall resign his/her position with the District and must be officially retired under the provision of the State Teachers Retirement System and may not return to regular employment with the District,
  - C. the contract for service shall be for a period not to exceed three (3) years or until age sixty-five (65), whichever occurs first,
  - D. a bargaining unit member shall file a written request with the Personnel Office to participate in the Early Retirement Program,
  - E. a qualified employee may enter the Early Retirement Program at any time during the school year,
  - F. applications shall be subject to Board approval,
  - G. the contract may be terminated at any time at the request of the employee, or by the District should a failure occur in the performance of the contract as agreed upon by both parties,
  - H. compensation shall be for a maximum of \$4,500.00 per year at the per diem rate of the last year of service with the District. The per diem rate is calculated by dividing the annual salary by the number of days of required service specified in the Contract during the last year of service,
  - I. the District shall pay the premiums for fringe benefits at the same rate that is provided full-time bargaining unit members during the life of this Contract. If the premium for the retiree is greater than for a full-time bargaining unit member, the retiree shall pay the difference,
  - J. pursuant to Education Code 35046, a bargaining unit member employed by a consultancy contract is considered an employee of the District and subject to tax withholding and covered by Workers' Compensation provisions,
  - K. service to be rendered and dates of service shall be by mutual agreement between the District and the employee,

- L. a working day for an employee in the Early Retirement Program shall be eight (8) hours unless otherwise mutually arranged,
- M. the employee shall assume all expenses including, but not limited to, travel and clerical costs which are not required in the mutually agreed upon contract.

## **APPENDIX "F"**

### **JOB SHARING**

- I. Unit members may participate in job sharing subject to the following conditions:
  - A. a permanent (tenured) certificated employee may request to participate in a job sharing teaching program,
  - B. when two teachers employed in the District wish to share a teaching assignment, a request and a joint proposal shall be presented to the Personnel Office by March 1,
  - C. when an individual teacher, without a teammate, wishes to be considered for job sharing, the request and a proposal shall be presented to the Personnel Office by March 1. In the event another teacher wishes to participate, the Personnel Office shall inform the individuals of the availability of the other candidate. Any job sharing assignment shall be based on a voluntary agreement by the teachers involved,
  - D. approval of a job sharing plan shall be determined by the Superintendent or his/her designee and recommended to the Board of Trustees for final approval. The recommendation shall be based upon the approval of a principal of the school where the team will be assigned,
  - E. the District may terminate a job sharing program at any time if it is determined by the Administration that the program is not effective and not in the best interest of students. A certificated employee, in a job sharing program which is discontinued, shall be offered a full-time position,
  - F. participants in a job sharing program, shall be returned to full-time positions at the beginning of the next school year,
  - G. participants who wish to continue in a job-sharing program must resubmit a proposal by March 1,
  - H. participants in a job sharing program other than on a semester plan, are encouraged to cover for one another for absences,
  - I. attendance at all in-service meetings, faculty meetings at which state mandated trainings are conducted, Back-to-School night, Open House, and all other functions required by faculty shall be required of both team members,
  - J. participants in a job sharing program are jointly responsible for all information presented at faculty meetings.

## **APPENDIX "G"**

### **CALENDARS**

- I. Upland Unified School District 2018-2019
- II. Upland Unified School District 2019-2020
- III. Upland Unified School District 2020-2021 (to be negotiated)

# 2018-2019 CALENDAR

## UPLAND UNIFIED SCHOOL DISTRICT - SCHOOL CALENDAR 2018-2019

### 2018

July						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### 2019

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						





May						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

180 school days

### Legal and Local Holidays

JULY	
4	Independence Day Holiday
AUGUST	
27	In Service Day
28	In Service Day
29	First Day of School
SEPTEMBER	
3	Labor Day
OCTOBER	
29	In Service Day
NOVEMBER	
12	Veterans Day(Observed)
19 - 23	Thanksgiving Break
DECEMBER	
21	Minimum Day
24 - 31	Winter Break
JANUARY	
1 - 4	Winter Break
21	Martin Luther King Day
28	In Service Day
FEBRUARY	
15	Abraham Lincoln's Day(Observed)
18	Presidents' Day
MARCH	
25 - 29	Spring Break
MAY	
27	Memorial Day
JUNE	
14	Last Day of School

	Legal & local holiday - District & Schools closed
	Non-student & teacher attendance
	Teacher in-service day
	Opening and Closing

#### End of Trimester (K-8)

November 16  
March 1  
June 14

#### End of Quarter/Semester (9-12)

November 2 (end of 1st. Quarter)  
January 25 (end of 1st. Semester)  
April 12 (end of 3rd. Quarter)  
June 14 (end of 2nd. Semester)

#### Elementary Parent Conferences:

November 26-27, 29-30, and December 3-4  
March 4-5, 7-8  
May 28, 30-31

# 2019-2020 CALENDAR

UPLAND UNIFIED SCHOOL DISTRICT - SCHOOL CALENDAR 2019-2020

## 2019

July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

September							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

## 2020

January							February						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29

March							April						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2							1
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

180 school days

## Legal and Local Holidays

### JULY

4 Independence Day Holiday

### AUGUST

26 In Service Day  
27 In Service Day  
28 First Day of School

### SEPTEMBER

2 Labor Day

### NOVEMBER

1 In Service Day  
11 Veterans Day  
25 - 29 Thanksgiving Break

### DECEMBER

20 Minimum Day  
23 - 31 Winter Break

### JANUARY

1 - 3 Winter Break  
20 Martin Luther King Day  
27 In Service Day

### FEBRUARY

10 Abraham Lincoln's Day(Observed)  
17 Presidents' Day

### APRIL





6 - 10 Spring Break

### MAY

25 Memorial Day

### JUNE

12 Last Day of School

-  Legal & local holiday - District & Schools closed
-  Non-student & teacher attendance
-  Teacher in-service day
-  Opening and Closing

#### End of Trimester (K-8)

November 22  
March 6  
June 12

#### End of Quarter/Semester (9-12)

October 31 (end of 1st. Quarter)  
January 24 (end of 1st. Semester)  
April 3 (end of 3rd. Quarter)  
June 12 (end of 2nd. Semester)

#### Elementary Parent Conferences:

December 2 - 3, 5 - 6, and December 9 - 10  
March 9 - 10, 12 - 13  
May 26, 28 - 29

## **APPENDIX “H”**

### **EVALUATION DOCUMENTS**

- I. The California Standards for the Teaching Profession
- II. Evaluation Forms
  - a. Certificated Teacher – Teacher; Librarian; School Improvement Coordinator; Program Coordinator; Instructional Materials Center Coordinator
    - i. Temporary/Probationary
    - ii. Permanent
  - b. Counselor; Director of Attendance and Discipline
    - i. Temporary/Probationary
    - ii. Permanent
  - c. Therapy Services – Speech Language Pathologist; Occupational Therapist
    - i. Temporary/Probationary
    - ii. Permanent
  - d. Professional Development Instructor
    - i. Temporary/Probationary
    - ii. Permanent
  - e. School Nurse
    - i. Temporary/Probationary
    - ii. Permanent
  - f. School Psychologist
    - i. Temporary/Probationary
    - ii. Permanent
- III. Exemplary Rating Planning Form
- IV. Support Plan Form
- V. Improvement Plan Form
- VI. Assistance Plan for PAR Participants Form (used by the Consulting Teacher)
- VII. Observation Forms

# CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP) 2009

## STANDARD ONE:

### ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

## STANDARD TWO:

### CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

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

## STANDARD THREE:

### UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

## STANDARD FOUR:

### PLANNING INSTRUCTION AND 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

## STANDARD FIVE:

### ASSESSING STUDENTS FOR 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

## STANDARD SIX:

### DEVELOPING AS A PROFESSIONAL EDUCATOR

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

*Numbers are provided for ease of reference. They do not imply priority or ordering of the standards.*

### 1.1 Using knowledge of students to engage them in learning

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- know my students as people and as learners?
- understand reasons for behavior?
- recognize atypical behavior in students?
- build trust with students and foster relationships so that students can thrive academically?
- adapt my teaching to reflect knowledge of my students?
- differentiate instruction based on what I know about my students' strengths, interests and needs?
- get to know parents and connect with the community where I teach?
- review student's records such as IFSP/IEP documents including the behavior plans and Transition documents?

### 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- help students see the connections between what they already know and the new material?
- connect classroom learning to students' life experiences and cultural backgrounds?
- support all students to use first and second language skills to achieve learning goals?
- open a lesson or unit to capture student attention and interest?
- build on students' comments and questions during a lesson to extend their understanding?

### 1.3 Connecting subject matter to meaningful, real-life experiences

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- establish a connection between subject matter and purpose for learning?
- make connections between the subject matter and real-life contexts?
- seek feedback from students regarding relevance of subject matter to their lives?
- engage all students in a variety of learning experiences that accommodate the different ways they learn?
- provide opportunities for all students to acquire and practice skills in meaningful contexts?
- **1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs**  
*As teachers develop, they may ask, "How do I..." or "Why do I..."*
  - use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so all students understand?

- help all students learn, practice, internalize, and apply subject-specific learning strategies and procedures?
- use differentiated instruction to meet the assessed learning needs of students and increase active participation in learning?
- adapt materials and resources, make accommodations, and use appropriate assistive equipment and other technologies to support students' diverse learning needs?
- utilize multiple types of technology to facilitate learning?
- examine and use resources that minimize bias

### 1.5 Promoting critical thinking through inquiry, problem solving, and reflection

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- encourage students to use multiple approaches and solutions to solve problems?

- encourage students to ask critical questions and consider diverse perspectives about subject matter?
- provide opportunities for students to think about, discuss, and evaluate content?
- ask questions to facilitate discussion, clarify, and extend students' thinking
- support students to think and communicate with clarity and precision?
- help students apply previous learning to new situations?
- encourage students to create, imagine, and innovate?
- help students to develop and use strategies and technologies for accessing knowledge and information?
- consider task analysis in supporting the learning levels of all students?

#### Standard 1

#### Engaging and Supporting All Students in Learning

Teachers know and care about their students

in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student

learning and adjust instruction while teaching.

### 1.6 Monitoring student learning and adjusting instruction while teaching

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- systematically check for student understanding and revise plans accordingly?
- incorporate a variety of strategies in a lesson to check for student understanding?
- monitor the learning of students with limited English proficiency or of students with special needs?
- adjust the lesson plan to accelerate instruction when I determine that the pace of the lesson is too slow?
- make "on the spot" changes in my lesson based on students' interests and questions?
- provide additional support and opportunities for students to learn when some students have mastered the lesson objective(s) and others have not?
- adjust my lesson when I don't have enough time to complete everything I planned to do?

## Engaging and Supporting All Students in Learning

## 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- model and promote fairness, equity, and respect in a classroom atmosphere that values all individuals and cultures?
- help all students accept and respect diversity in terms of cultural, religious, linguistic, and economic backgrounds; learning differences and ability; gender and gender identity; family structure and sexual orientation; and other aspects of humankind?
- engage students in shared problem-solving and conflict resolution?
- provide learning opportunities that encourage student-to-student communication with empathy and understanding?
- develop students' leadership skills and provide opportunities to apply them?
- create a classroom culture where students feel a sense of responsibility to and for one another?
- help students to appreciate their own identities and to view themselves as valued contributors to society?
- develop activities that support positive interactions among students and that help students get to know each other?

## 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- arrange and adapt classroom seating to accommodate individual and group learning needs?
- establish a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development?
- ensure that students develop an appreciation of diversity?
- provide students access to resources, technologies, and comfortable workspaces?
- create an environment that promotes optimal learning for each student?
- construct an equitable learning environment for all students?

## 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- arrange the learning environment to facilitate positive and productive classroom interactions?
- encourage, support, and recognize the achievements and contributions of all students?
- encourage students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion?
- foster the development of each student's self-esteem?
- create a safe, accessible learning environment for all students?
- prevent behavior problems by intervening early using strategies matched to student's current learning and behavior levels?
- assist students in de-escalation when in crisis while maintaining a safe environment for all students?
- provide student supervision in unstructured settings such as cafeterias, buses, hallways, and playgrounds?

## 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all student

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- establish a productive, achievement-orientated climate in my classroom?
- set high expectations for all of my students?
- motivate all students to initiate their own learning and strive for challenging learning goals?
- provide all students opportunities to examine and evaluate their own work and to learn from the work of their peers?
- ensure access to challenging and diverse academic content for all students?
- ensure generalization of skills across school and non-school environments and people, including school staff and community partners?

## 2.5 Developing, communicating, and maintaining high standards for individual and group behavior

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- facilitate student participation in classroom decision-making?
- foster and support appropriate student behavior?
- collaborate with students, families, and communities to establish, maintain, and communicate standards for student behavior?
- understand the underlying cause of student behavior, including developmental an individual needs, and utilize that knowledge in support of positive classroom conduct?
- work proactively to prevent and respond quickly to minimize behavioral issues?
- understand and respond to inappropriate behaviors in and efficient, fair, and equitable way?
- help all students learn to take responsibility for their own behavior and actions?

## 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- involve all students in the development of classroom procedures and routines?
- help students transition smoothly and efficiently from one instructional activity to the next?
- apply knowledge of students' physical, social, cognitive, and emotional development to ensure that adequate time and support are provided for students to complete learning activities?
- develop daily schedules, timelines, classroom routines, and norms that maximize learning?
- connect district, site, and classroom procedures to promote a climate of fairness and respect for all students?
- adapt routines, procedures, and norms to ensure the success of students with special needs?
- reinforce and reward appropriate social and academic behaviors in the classroom?

## 2.7 Using instructional time to optimize learning

*As teachers develop, they may ask, "How do I..." or "Why do I..."*

- organize instruction to optimize learning time?
- pace instruction to accomplish learning goals?
- re-direct students' off-task behavior to make the most of instructional time?
- adjust instructional time so that all students remain engaged and challenged?
- structure time for both independent and collaborative learning opportunities?
- balance instructional, preparation, administrative, and managerial time?

# Creating and Maintaining Effective Environments for Student Learning

### 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks

*As teachers develop they may ask, "How do I ... " or "Why do I ... "*

- ensure that my subject matter knowledge is sufficient to support student learning?
- continue to keep my subject matter knowledge current?
- identify, understand, and teach the key concepts and underlying themes and relationships in the academic content standards and state curriculum frameworks?
- integrate key concepts, themes, relationships, and connections across subject matter areas?
- ensure that my knowledge of the subject matter incorporates different perspectives, appropriate to the discipline?
- maintain and utilize current understanding of relevant content standards and frameworks?

### 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter

*As teachers develop they may ask, "How do I ... " or "Why do I ... "*

- apply my knowledge of human development and learning theory to the unique students that I teach?
- acquire understanding of my students' individual cognitive, social, emotional and physical development?
- connect content being taught to students' prior knowledge and experiences?
- build understanding of my English learners' levels of language acquisition in order to know how to best support their learning?
- build understanding of my students with special needs in order to know how and when to differentiate instruction?

### 3.3 Organizing curriculum to facilitate student understanding of the subject matter

*As teachers develop they may ask, "How do I ... " or "Why do I ... "*

- use my knowledge of student readiness to learn to organize, sequence, and enhance curriculum?
- apply my knowledge of the subject matter to organize curriculum, plan lessons and units, and select instructional strategies that demonstrate key concepts and their interrelationships?
- organize subject matter to reveal and value different cultural perspectives?
- incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?
- utilize standards-aligned and/or adopted curriculum in ways that support student learning?
- apply my knowledge of various disciplines and integrate cross-disciplinary skills to plan sequenced lessons appropriate to students' accessibility and learning levels?

### 3.4 Utilizing instructional strategies that are appropriate to the subject matter

*As teachers develop they may ask, "How do I ... " or "Why do I ... "*

- develop and use a repertoire of instructional strategies appropriate to the subject matter?
- build on students' life experiences, prior knowledge, and interests to make subject matter relevant and meaningful to students?
- use effective instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?
- challenge all students to think critically in the subject area?
  - help all students develop enthusiasm for and a deep knowledge of the subject matter?

#### Standard 3

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

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter.

Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

- individualize instructional strategies appropriate to the subject matter considering accessibility and learning needs of individuals with exceptionalities?
- expand expertise with research-based effective practices appropriate to the subject matter?

### 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students

*As teachers develop they may ask, "How do I ... " or "Why do I ... "*

- know the full range of materials, resources, and technologies provided by the school or district?
- select materials, resources, and technologies to support differentiated student learning of the subject matter?
- select and use learning materials and resources that reflect the diversity in my classroom?
- use technologies to convey key concepts in the subject matter?
- learn about and access new instructional resources to support student learning?
- expand expertise with evidence-based instructional and assistive technology to support students' access to challenging content?

### 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

*As teachers develop they may ask, "How do I ... " or "Why do I ... "*

- address the English Language Development (ELD) standards as they relate to my English learners' level of language acquisition?
- address the Individual Education Plan (IEP) goals and objectives of my students with special needs?
- select materials, resources, and technologies to support subject matter instruction of my English learners and students with special needs?
- ensure access to the critical concepts and themes in the academic content standards and state curriculum frameworks for students at various levels of English proficiency and for students with special needs?

## Creating and Maintaining Effective Environments for Student Learning

#### 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction

*As teachers develop they may ask, "How do I ..." or "Why do I ..."*

- incorporate students' prior knowledge and experience in my curriculum and instructional planning?
- use knowledge of my students' lives, their families, and their communities to inform my planning of curriculum and instruction?
- use knowledge of my students' individual cognitive, social, emotional, and physical development to plan instruction and make appropriate adaptations to meet students' unique needs?
- plan lessons and units that promote access to academic content standards for all students?
- use knowledge of my English learners' levels of language proficiency to plan instruction that supports their subject matter learning and academic language development?
- use knowledge of my students' diverse learning needs to plan instruction that supports their learning?

#### 4.2 Establishing and articulating goals for student learning

*As teachers develop they may ask, "How do I ..." or "Why do I ..."*

- build on the strengths, interests, and needs of all students to establish high expectations for learning?
- establish long-term and short-term goals that are based on academic content standards and reflect students' strengths, interests, and needs?
- determine learning goals that address all students' language abilities and diverse learning needs?
- establish learning goals that address school, district, and community expectations?
- work with students and families to establish learning goals?
- develop goals that prepare students for successful transition to their next learning environment?
- communicate clear, challenging, and achievable expectations for students?
- develop IFSY/IEP goals and objectives that are measurable and obtainable?

#### 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning

*As teachers develop they may ask, "How do I ..." or "Why do I ..."*

- design an instructional program that considers the long-term and the short-term?
- use assessment results for long-term and short-term planning?
- incorporate diverse subject matter perspectives in my planning?
- select and sequence instructional strategies appropriate to the complexity of the lesson content and to student learning needs?
- plan an instructional program that supports students' second language learning and diverse learning needs
- incorporate my professional expertise and knowledge of my students into a prescribed curriculum, pace, and district assessment calendar?
- collaborate with colleagues to make instructional decisions?
- design instruction so that students participate in setting and achieving their individual learning goals?
- teach to mastery and promote generalization of learning?
- ensure students with exceptionalities receive appropriate instruction and support within the least restrictive environment?

#### 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students

*As teachers develop they may ask, "How do I ..." or "Why do I ..."*

- develop unit and lesson plans that build on and extend students' understanding of subject matter?
- ensure that each instructional strategy is related to learning goals?
- plan instruction to allow enough time for student learning, review, and assessment?
- use my knowledge of subject matter and my students to plan and appropriately pace instructional activities within a lesson and over time?
  - check for understanding, prepare for adjustments, remediate or accelerate instruction, and individualize when appropriate?
- address the ELD standards appropriately, based on my English learners' levels of language acquisition?
  - address the IEP goals and objectives of my students with special needs?
  - select materials, resources, and technologies to support the learning needs of English learners and students with special needs?
  - utilize strategies to ensure students, including non-verbal students and/or students with reduced language processing, have a functional communication system?
  - utilize strategies to enhance language skills in the areas of listening, speaking, reading and writing?

#### 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

*As teachers develop they may ask, "How do I ..." or "Why do I ..."*

- interact with my colleagues to identify typically difficult concepts or skills for students in order to re-examine and strengthen plans for future lessons?
- Proactively prepare for appropriate adjustments
- based on my assessment of student learning while teaching?
- strengthen existing plans for students at identified levels of English proficiency?
  - strengthen existing plans for students with special needs?
  - reflect on my successes and struggles and apply what I have learned about effective and ineffective strategies to existing plans for future lessons?
  - reflect on my successes and struggles with the use of curriculum and apply what I have learned to existing plans for future lessons?
- capture what I have learned during a particular lesson so that I can revisit my plans in advance of teaching the lesson again?
- plan for instruction by incorporating all relevant IFSY/IEP information?
- strengthen IFSY/IEP documents, including transition plans?

### Standard 4

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

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

## Planning Instruction and Designing Learning Experiences for All Students

California Standards for the Teaching Profession, 2009

<p><b>5.1 Applying knowledge of the purposes, characteristics, and uses of different type of assessments</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• become knowledgeable of the different types of assessments--and their uses, benefits, and limitations--that I draw on to inform my instruction?</li> <li>• select assessment strategies and instruments appropriate to the learning outcomes being evaluated?</li> <li>• use my knowledge of assessment concepts such as validity, reliability, and bias to choose assessments appropriate to my students?</li> <li>• design grading practices that draw on multiple sources of information and reflect student learning?</li> <li>• appropriately modify and accommodate state and local assessments based on students' learning and accessibility needs?</li> <li>• apply knowledge of gender, family background and cultural and linguistic biases that impact formal and informal assessment outcomes?</li> </ul>	<p><b>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• draw upon assessment data to support development of learning goals?</li> <li>• review and revise learning goals with students over time?</li> <li>• ensure that student learning goals reflect key subject matter concepts, skills, and applications?</li> <li>• use informal assessments to adjust instruction while teaching?</li> <li>• use multiple sources of assessment to measure student progress and revise instructional plans?</li> <li>• work to differentiate goals and plans based on assessed needs of my diverse learners?</li> <li>• address the specific needs of English learners and students with special needs as I use assessments to inform my instruction?</li> </ul>
<p><b>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• keep a continuous and comprehensive record of group and individual achievement?</li> <li>• select, design, and use assessment tools appropriate to what is being assessed?</li> <li>• collect, select, and reflect upon evidence of student learning?</li> <li>• work with families to gather information about all students and their learning?</li> <li>• use standardized tests, diagnostic tools, and developmental assessments to understand student progress?</li> <li>• use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?</li> <li>• assess student behavior to support learning?</li> <li>• interpret data based on how an assessment is scored and what results it reports?</li> </ul>	<p><b>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• make assessment integral to the learning process?</li> <li>• make assessment an interactive process between teacher and student?</li> <li>• model self-assessment strategies for all students?</li> <li>• develop and use tools and guidelines that help all students assess their work and monitor their learning goals?</li> <li>• provide opportunities for all students to engage in peer discussion and reflection of their work?</li> <li>• provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom?</li> </ul>
<p><b>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• review student assessment data with colleagues?</li> <li>• Use assessment results to monitor my teaching and guide planning and instruction?</li> <li>• Use assessment information to determine when and how to revisit content that has been taught?</li> <li>• Use assessment data to eliminate gaps between students' potential and their performance?</li> <li>• Use assessment results to plan instruction to support English learners?</li> <li>• Use assessment results to plan instruction to support students' IEPs?</li> <li>• collect and utilize data to ensure educational benefit when aligning assessment data with goals and services within the least restrictive environment?</li> </ul>	<p><b>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• become familiar with and select technology resources that support assessment practices?</li> <li>• use technology to analyze student learning and inform instruction?</li> <li>• use appropriate technology resources to communicate students' learning to students and their families?</li> </ul>
<p><b>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• provide all students with information about their progress as they engage in learning activities?</li> <li>• initiate regular and timely contact with families and resource providers about student progress?</li> <li>• communicate assessment results to families in ways that are respectful and understandable</li> <li>• provide families with ways to use assessment information at home to improve student learning?</li> </ul>	<p><b>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</b>  <i>As teachers develop, they may ask, "How do I..." or "Why do I..."</i></p> <ul style="list-style-type: none"> <li>• provide all students with information about their progress as they engage in learning activities?</li> <li>• initiate regular and timely contact with families and resource providers about student progress?</li> <li>• communicate assessment results to families in ways that are respectful and understandable</li> <li>• provide families with ways to use assessment information at home to improve student learning?</li> </ul>

## Assessing Students for Learning

#### 6.1 Reflecting on teaching practice in support of student learning

*As teachers develop, they may ask, "How do I...?" or "Why do I...?"*

- assess my growth as a teacher over time?
- learn about teaching as I observe and interact with my students?
- reflect on my instructional successes and dilemmas to move my practice forward?
- analyze my teaching to understand what contributes to student learning?
- formulate professional development plans that are based on my reflection and analysis?
- develop awareness of potential bias that might influence my teaching or affect student learning?
- engage in the design and implementation of research and inquiry?

#### 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development

*As teachers develop, they may ask, "How do I...?" or "Why do I...?"*

- establish goals and seek out opportunities for professional growth and development?
- ensure that professional goals are informed by appropriate resources such as the knowledge base for teaching, school and district priorities, colleagues, supervisors, mentors, and my personal reflections?
- use professional literature, district professional development, and other professional opportunities to increase my understanding of teaching and learning?
- learn more about my own professional roles and responsibilities?
- continue to seek out and refine approaches that make the curriculum accessible to all students?
- expand my knowledge and effective application of new instructional methods and technologies?
- evaluate and incorporate research to utilize evidence-based practices?

#### 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning

*As teachers develop, they may ask, "How do I...?" or "Why do I...?"*

- collaborate with teachers, administrators, education specialists, paraprofessionals, and staff to ensure that all students' diverse learning needs, interests, and strengths are met?
- remain receptive to the feedback of colleagues, mentors, and supervisors in support of my teaching practice and student learning?
- support school and district goals and priorities?
- contribute to school-wide events, activities, and decision-making?
- establish and maintain productive relationships with other school staff to become a visible and valued member of the school and district communities?
- contribute to the learning of other educators?
- benefit from and contribute to professional organizations to improve my teaching?
- benefit from and add to the knowledge base of the profession?
- provide guidance and direction to paraprofessionals, tutors, and volunteers?
- provide a continuum of support from consultation, collaboration, co-teaching to coaching/mentoring with multi- or interdisciplinary team members?
- ensure joint responsibility for student growth in academic, behavioral, and social/emotional learning?

#### 6.4 Working with families to support student learning

*As teachers develop, they may ask, "How do I...?" or "Why do I...?"*

- value and respect students' families and appreciate their role in student learning?
- develop an understanding of families' racial, cultural, linguistic, and socioeconomic backgrounds?
- engage families as sources of knowledge about students' strengths, interests, and needs in support of their learning and personal growth and development?
- present the educational program to all families in a thorough and comprehensible fashion?
- provide opportunities for all families to participate in the classroom and school community?
- establish ongoing effective feedback systems between students, families, and school?

### Standard 6

#### Developing as a

#### Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

#### 6.5 Engaging local communities in support of the instructional program

*As teachers develop, they may ask, "How do I...?" or "Why do I...?"*

- increase my understanding of the cultures and dynamics of my students' communities?
- value and respect the students' communities and appreciate the role of community in student learning?
- promote collaboration between school and community?
- identify and draw upon school, district, and local community social service resources to benefit students and their families?
- seek out and use additional resources from the local community and businesses to support student learning?
- provide my students with community-based experiences that support their learning?

#### 6.6 Managing professional responsibilities to maintain motivation and commitment to all students

*As teachers develop, they may ask, "How do I...?" or "Why do I...?"*

- challenge myself intellectually and creatively throughout my career?
- find support and develop strategies to balance professional responsibilities with my personal needs?
- manage stress and maintain a positive attitude with students and colleagues?
- address the complications and challenges of teaching?
- identify sources of engagement and renewal in my professional work?

#### 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

*As teachers develop, they may ask, "How do I...?" or "Why do I...?"*

- remain informed of, understand, and uphold the professional codes, ethical responsibilities, and legal requirements applicable to the profession?
- contribute to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders?
- meet my professional obligations to implement school, district, state, and federal policies and guidelines?
- extend my knowledge about my professional and legal responsibilities for students' learning, behavior, and safety?
- maintain professional conduct and integrity in the classroom and school community?
- interact appropriately with students and families outside the classroom?
- demonstrate my professional obligations to students, colleagues, school, and the profession?
- resolve conflict and build consensus through advocacy for improved programs, services, and outcomes for students?

## Assessing Students for Learning

Upland Unified School District  
**Probationary/Temporary Certificated Staff Evaluation**

Employee Name: \_\_\_\_\_ School Site: [Choose an item](#) Assignment: \_\_\_\_\_

Observation Dates (2 required per Evaluation): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	<b>Choose an item</b>
<b>Standard 1: Engaging and Supporting All Students in Learning</b> 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching	<b>Choose an item</b> <b>Comments:</b> <div>           Midyear Evaluation: Exemplary (requires plan);            Midyear Evaluation: Proficient (consistent application);            Midyear Evaluation: Needs Improvement (inconsistent application);            Midyear Evaluation: Unsatisfactory (rare application)            Comments:         </div>
<b>Standard 2: Creating and Maintaining Effective Environments for Student Learning</b> 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning	<b>Choose an item</b> <b>Comments:</b> <div>           Midyear Evaluation: Exemplary (requires plan);            Midyear Evaluation: Proficient (consistent application);            Midyear Evaluation: Needs Improvement (inconsistent application);            Midyear Evaluation: Unsatisfactory (rare application)            Comments:         </div>
<b>Standard 3: Understanding and Organizing Subject Matter for Student Learning</b> 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English Learners and student with special needs to provide equitable access to the content	<b>Choose an item</b> <b>Comments:</b> <div>           Midyear Evaluation: Exemplary (requires plan);            Midyear Evaluation: Proficient (consistent application);            Midyear Evaluation: Needs Improvement (inconsistent application);            Midyear Evaluation: Unsatisfactory (rare application)            Comments:         </div>

<p><b>Standard 4:</b> Planning Instruction and Designing Learning Experiences for All Students</p> <p>4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instruction plans and curricular materials to meet the assessed learning needs of all students</p>	<p><b>Choose an item</b></p> <p><b>Comments:</b></p> <div> Midyear Evaluation: Exemplary (requires plan);  Midyear Evaluation: Proficient (consistent application);  Midyear Evaluation: Needs Improvement (inconsistent application);  Midyear Evaluation: Unsatisfactory (rare application)  Comments: </div>
<p><b>Standard 5:</b> Assessing Students for Learning</p> <p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 Reviewing data to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensive feedback with students and their families</p>	<p><b>Choose an item</b></p> <p><b>Comments:</b></p> <div> Midyear Evaluation: Exemplary (requires plan);  Midyear Evaluation: Proficient (consistent application);  Midyear Evaluation: Needs Improvement (inconsistent application);  Midyear Evaluation: Unsatisfactory (rare application)  Comments: </div>
<p><b>Standard 6:</b> Developing as a Professional Educator</p> <p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all student</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>	<p><b>Choose an item</b></p> <p><b>Comments:</b></p> <div> Midyear Evaluation: Exemplary (requires plan);  Midyear Evaluation: Proficient (consistent application);  Midyear Evaluation: Needs Improvement (inconsistent application);  Midyear Evaluation: Unsatisfactory (rare application)  Comments: </div>

**Choose an item**

Midyear Evaluation (prior to Winter Recess)

Final Evaluation (must be completed 30 days prior to the end of school)

\_\_\_\_\_  
Evaluators’ Signature/Date

\_\_\_\_\_  
Employee’s Signature/ Date

*(Signature does not necessarily imply agreement but indicates date received)*

**Distribution:**

Original- Human Resources, Personnel File

Copy- Employee

Copy- Supervisor

Upland Unified School District  
Permanent Certificated Staff Evaluation

Employee Name : \_\_\_\_\_ School Site: [Choose an item](#) Assignment: \_\_\_\_\_

Observation Dates (2 required per Evaluation): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	Choose an item
<b>Standard 1:</b> Engaging and Supporting All Students in Learning 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching	<p><a href="#">Choose an item</a></p> <p><b>Comments:</b></p> <p>Midyear Evaluation: Exemplary (requires plan);            Midyear Evaluation: Proficient (consistent application);            Midyear Evaluation: Needs Improvement (inconsistent application);            Midyear Evaluation: Unsatisfactory (rare application)            Comments:</p>
<b>Standard 2:</b> Creating and Maintaining Effective Environments for Student Learning 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning	<p><a href="#">Choose an item</a></p> <p><b>Comments:</b></p> <p>Midyear Evaluation: Exemplary (requires plan);            Midyear Evaluation: Proficient (consistent application);            Midyear Evaluation: Needs Improvement (inconsistent application);            Midyear Evaluation: Unsatisfactory (rare application)            Comments:</p>
<b>Standard 3:</b> Understanding and Organizing Subject Matter for Student Learning 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English Learners and student with special needs to provide equitable access to the content	<p><a href="#">Choose an item</a></p> <p><b>Comments:</b></p> <p>Midyear Evaluation: Exemplary (requires plan);            Midyear Evaluation: Proficient (consistent application);            Midyear Evaluation: Needs Improvement (inconsistent application);            Midyear Evaluation: Unsatisfactory (rare application)            Comments:</p>

<p><b>Standard 4:</b> Planning Instruction and Designing Learning Experiences for All Students</p> <p>4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instruction plans and curricular materials to meet the assessed learning needs of all students</p>	<p><b>Choose an item</b></p> <p><b>Comments:</b></p> <p>Midyear Evaluation: Exemplary (requires plan);</p> <p>Midyear Evaluation: Proficient (consistent application);</p> <p>Midyear Evaluation: Needs Improvement (inconsistent application);</p> <p>Midyear Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>
<p><b>Standard 5:</b> Assessing Students for Learning</p> <p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 Reviewing data to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensive feedback with students and their families</p>	<p><b>Choose an item</b></p> <p><b>Comments:</b></p> <p>Midyear Evaluation: Exemplary (requires plan);</p> <p>Midyear Evaluation: Proficient (consistent application);</p> <p>Midyear Evaluation: Needs Improvement (inconsistent application);</p> <p>Midyear Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>
<p><b>Standard 6:</b> Developing as a Professional Educator</p> <p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all student</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>	<p><b>Choose an item</b></p> <p><b>Comments:</b></p> <p>Midyear Evaluation: Exemplary (requires plan);</p> <p>Midyear Evaluation: Proficient (consistent application);</p> <p>Midyear Evaluation: Needs Improvement (inconsistent application);</p> <p>Midyear Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>

**Choose an item**

Midyear Evaluation (prior to Winter Recess)  
Final Evaluation (must be completed 30 days prior to the end of school)

\_\_\_\_\_  
Evaluators’ Signature/Date

\_\_\_\_\_  
Employee’s Signature/ Date  
(Signature does not necessarily imply agreement but is date received)

**Distribution:** Original- Human Resources, Personnel File

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Upland Unified School District  
**Probationary/Temporary Counselor/ Director of Attendance and Discipline Evaluation**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	Mid Year Evaluation/Evaluation
<b>Standard 1:</b> Engage, advocate for and support all students in learning 1.1 Ensure all students are engaged in a system of support designed for learning and academic success 1.2 Advocate for educational opportunity, equity, and access for all students 1.3 Advocated for the learning and academic success for all students 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Plan, implement and evaluate programs to promote academic, career, personal, and social development of all students 2.1 Demonstrate organizational skills 2.2 Develop outcome-based programs 2.3 Assess program outcomes and analyze data 2.4 Demonstrate leadership in program development	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Utilize multiple sources of information to monitor and improve student behavior and achievement 3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement 3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans 3.3 Monitor student personal, academic, and career progress	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

<b>Standard 4:</b> Collaborate and coordinate with school and community resources 4.1 Build and maintain student support teams for student achievement 4.2 Provide consultation and education for teachers and parents 4.3 Develop working relationships within the school that include staff members, parents, and community members 4.4 Coordinate support from community agencies	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 5:</b> Promote and maintain a safe learning environment for all students 5.1 Promote a positive, safe, and supportive learning environment 5.2 Develop and implement programs that address the personal and social risk factors of students 5.3 Develop and implement programs that reduce the incidence of school site violence 5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 6:</b> Develop as a professional school counselor 6.1 Establish professional goals and pursue opportunities to improve 6.2 Model effective practices and continuous progress in school counseling 6.3 Adhere to professional codes of ethics, legal mandates, and district policies	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

**Mid Year Evaluation/Evaluation (must be completed 30 days prior to the end of school)** :

\_\_\_\_\_  
Evaluator's Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date  
*(Signature does necessarily imply agreement but date received)*

**Distribution:** Original- Human Resources, Personnel File

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Upland Unified School District  
**Permanent Counselor/ Director of Attendance and Discipline Evaluation**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
 Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	<b>Mid Year Review/Evaluation</b>
<b>Standard 1:</b> Engage, advocate for and support all students in learning 1.1 Ensure all students are engaged in a system of support designed for learning and academic success 1.2 Advocate for educational opportunity, equity, and access for all students 1.3 Advocated for the learning and academic success for all students 1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Plan, implement and evaluate programs to promote academic, career, personal, and social development of all students 2.1 Demonstrate organizational skills 2.2 Develop outcome-based programs 2.3 Assess program outcomes and analyze data 2.4 Demonstrate leadership in program development	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Utilize multiple sources of information to monitor and improve student behavior and achievement 3.1 Assess student characteristics and utilize the information to plan for individual student growth and achievement 3.2 Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans 3.3 Monitor student personal, academic, and career progress	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

<p><b>Standard 4:</b> Collaborate and coordinate with school and community resources</p> <p>4.1 Build and maintain student support teams for student achievement</p> <p>4.2 Provide consultation and education for teachers and parents</p> <p>4.3 Develop working relationships within the school that include staff members, parents, and community members</p> <p>4.4 Coordinate support from community agencies</p>	<p>Mid Year: Satisfactory Progress; Unsatisfactory Progress</p> <p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>
<p><b>Standard 5:</b> Promote and maintain a safe learning environment for all students</p> <p>5.1 Promote a positive, safe, and supportive learning environment</p> <p>5.2 Develop and implement programs that address the personal and social risk factors of students</p> <p>5.3 Develop and implement programs that reduce the incidence of school site violence</p> <p>5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system</p>	<p>Mid Year: Satisfactory Progress; Unsatisfactory Progress</p> <p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>
<p><b>Standard 6:</b> Develop as a professional school counselor</p> <p>6.1 Establish professional goals and pursue opportunities to improve</p> <p>6.2 Model effective practices and continuous progress in school counseling</p> <p>6.3 Adhere to professional codes of ethics, legal mandates, and district policies</p>	<p>Mid Year: Satisfactory Progress; Unsatisfactory Progress</p> <p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>

**Mid Year Review/Evaluation (must be completed 30 days prior to the end of school)**

:

\_\_\_\_\_  
Evaluators Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date  
(Signature does necessarily imply agreement but date received)

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Upland Unified School District  
**Probationary/Temporary Therapist**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	<b>Mid Year Evaluation/Final Evaluation</b>
<p>1. Planning and Oversight</p> <p>1.1 Organizes a program that addresses District therapy goals.</p> <p>1.2 Works cooperatively with school personnel to accomplish the therapy goals and objectives of the District/site/individual student.</p> <p>1.3 Coordinates therapy services with student services provided by other school personnel.</p> <p>1.4 Maintains records of the therapy program, and prepares reports as required.</p> <p>1.5 Plans and facilitates IEP meetings within required timelines (to include notification of all necessary parties) for all unduplicated therapy students. Attends IEP meetings for duplicated therapy students.</p> <p>1.6 Develops appropriate therapy goals and objectives for unduplicated and duplicated therapy students.</p>	<p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>
<p>2. Testing, Diagnosing and Reporting</p> <p>2.1 Administers formal and informal tests for therapy purposes.</p> <p>2.2 Obtains additional or supplementary diagnostic information from appropriate persons and available records.</p> <p>2.3 Analyzes and interprets information to make recommendations regarding the needs for therapy services.</p>	<p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>
<p>3. Managing and Conducting Therapy</p> <p>3.1 Maintains an environment that is positive and conducive to learning.</p> <p>3.2 Chooses diagnostic tools, instruments and procedures for assessment and diagnosis as appropriate.</p> <p>3.3 Plans appropriate therapy lessons that address IEP goals of students.</p> <p>3.4 Uses a variety of strategies and techniques appropriate to stated objectives.</p> <p>3.5 Manages materials and equipment necessary for the delivery of services.</p> <p>3.6 Assists students in developing compensatory skills and self-monitoring skills.</p> <p>3.7 Adjusts intervention strategies based upon student performance.</p> <p>3.8 Gives prompt and appropriate feedback to students.</p>	<p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>

<p>3.9 Manages time efficiently (includes scheduling students for therapy, attending SST meetings, scheduling IEP meetings, etc.)</p> <p>3.10 Provides pullout, collaborative, in-class, and consultative therapy approaches to meet students' therapy needs.</p>	
<p>4. Liaison</p> <p>4.1 Provides consultation and/or in-servicing to parents, teachers and other appropriate school personnel.</p> <p>4.2 Seeks the assistance of teachers, parents and others to meet the communication needs of students</p> <p>4.3 Provides formal or informal reports to parents about their students' progress in the therapy program.</p> <p>4.4 Makes recommendations for therapy and related services.</p>	<p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>
<p>5. Developing as a Professional</p> <p>5.1 Engaging in continuing education and professional growth activities related to the therapy profession.</p> <p>5.2 Working with colleagues to improve professional practice.</p> <p>5.3 Balancing professional responsibilities and maintaining motivation.</p> <p>5.4 Uses clinical-educational research and development for analyzing and interpreting test data, and for the design and implementation of appropriate services.</p>	<p>Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)</p> <p><b>Comments:</b></p>

**Mid Year Evaluation (prior to Winter Break)/ Final Evaluation :**

\_\_\_\_\_  
Evaluators Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date  
(Signature does necessarily imply agreement but date received)

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Upland Unified School District  
Permanent Therapists

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	Mid Year Review/Evaluation
<p>1. Planning and Oversight</p> <p>1.1 Organizes a program that addresses District therapy goals.</p> <p>1.2 Works cooperatively with school personnel to accomplish the therapy goals and objectives of the District/site/individual student.</p> <p>1.3 Coordinates therapy services with student services provided by other school personnel.</p> <p>1.4 Maintains records of the therapy program, and prepares reports as required.</p> <p>1.5 Plans and facilitates IEP meetings within required timelines (to include notification of all necessary parties) for all unduplicated therapy students. Attends IEP meetings for duplicated therapy students.</p> <p>1.6 Develops appropriate therapy goals and objectives for unduplicated and duplicated therapy students.</p>	<p>Midyear Review: Satisfactory Progress; Midyear Review: Unsatisfactory Progress; Evaluation: Exemplary (requires plan); Evaluation: Proficient (consistent application); Evaluation: Needs Improvement (inconsistent application); Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>
<p>2. Testing, Diagnosing and Reporting</p> <p>2.1 Administers formal and informal tests for therapy purposes.</p> <p>2.2 Obtains additional or supplementary diagnostic information from appropriate persons and available records.</p> <p>2.3 Analyzes and interprets information to make recommendations regarding the needs for therapy services.</p>	<p>Midyear Review: Satisfactory Progress; Midyear Review: Unsatisfactory Progress; Evaluation: Exemplary (requires plan); Evaluation: Proficient (consistent application); Evaluation: Needs Improvement (inconsistent application); Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>
<p>3. Managing and Conducting Therapy</p> <p>3.1 Maintains an environment that is positive and conducive to learning.</p> <p>3.2 Chooses diagnostic tools, instruments and procedures for assessment and diagnosis as appropriate.</p> <p>3.3 Plans appropriate therapy lessons that address IEP goals of students.</p> <p>3.4 Uses a variety of strategies and techniques appropriate to stated objectives.</p> <p>3.5 Manages materials and equipment necessary for the delivery of services.</p> <p>3.6 Assists students in developing compensatory skills and self-monitoring skills.</p> <p>3.7 Adjusts intervention strategies based upon student performance.</p> <p>3.8 Gives prompt and appropriate feedback to students.</p>	<p>Midyear Review: Satisfactory Progress; Midyear Review: Unsatisfactory Progress; Evaluation: Exemplary (requires plan); Evaluation: Proficient (consistent application); Evaluation: Needs Improvement (inconsistent application); Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>

<p>3.9 Manages time efficiently (includes scheduling students for therapy, attending SST meetings, scheduling IEP meetings, etc.)</p> <p>3.10 Provides pullout, collaborative, in-class, and consultative therapy approaches to meet students' therapy needs.</p>	
<p>4. Liaison</p> <p>4.1 Provides consultation and/or in-servicing to parents, teachers and other appropriate school personnel.</p> <p>4.2 Seeks the assistance of teachers, parents and others to meet the communication needs of students</p> <p>4.3 Provides formal or informal reports to parents about their students' progress in the therapy program.</p> <p>4.4 Makes recommendations for therapy and related services.</p>	<p>Midyear Review: Satisfactory Progress; Midyear Review: Unsatisfactory Progress; Evaluation: Exemplary (requires plan); Evaluation: Proficient (consistent application); Evaluation: Needs Improvement (inconsistent application); Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>
<p>5. Developing as a Professional</p> <p>5.1 Engaging in continuing education and professional growth activities related to the therapy profession.</p> <p>5.2 Working with colleagues to improve professional practice.</p> <p>5.3 Balancing professional responsibilities and maintaining motivation.</p> <p>5.4 Uses clinical-educational research and development for analyzing and interpreting test data, and for the design and implementation of appropriate services.</p>	<p>Midyear Review: Satisfactory Progress; Midyear Review: Unsatisfactory Progress; Evaluation: Exemplary (requires plan); Evaluation: Proficient (consistent application); Evaluation: Needs Improvement (inconsistent application); Evaluation: Unsatisfactory (rare application)</p> <p>Comments:</p>

**Mid Year Review/ Final Evaluation**

\_\_\_\_\_  
Evaluators Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date

*(Signature does necessarily imply agreement but date received)*

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Upland Unified School District  
**Probationary/Temporary Professional Development Instructor**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
 Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	Mid Year Evaluation/Evaluation
<b>Standard 1:</b> Engaging and Supporting all staff in learning 1.1 Connecting staffs' prior knowledge, life experience and interests in learning goals 1.2 Using a variety of instructional strategies and resources to respond to staffs' diverse needs 1.3 Facilitating learning experiences that promote autonomy, interaction and choices 1.4 Engaging staff in problem solving, critical thinking and other activities that make subject matter meaningful 1.5 Promoting self-directed, reflective teaching for all staff	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Creating and maintaining effective programs for District support 2.1 Creating programs that assists staff and students 2.2 Planning and implementing programs 2.3 Organizing information and materials 2.4 Communicating information accurately	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Facilitating the understanding and organizing of subject matter for teacher instruction 3.1 Demonstrating knowledge of subject matter content and student development. 3.2 Organizing curriculum to support teacher understanding of subject matter 3.3 Interrelating ideas and information within and across subject matter areas 3.4 Developing teacher understanding through modeling instructional strategies that are appropriate to the subject matter and grade level 3.5 Using materials, resources and technology to make subject matter accessible to teachers/students 3.6 Analyzing the results of assessments to guide teacher instruction	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

<b>Standard 4:</b> Planning instruction and designing learning experiences 4.1 Drawing on and valuing teachers' backgrounds, interests and developmental learning needs 4.2 Establishing and articulating goals for individuals workshop participants 4.3 Developing and sequencing instructional activities and materials 4.4 Modifying instructional plans to adjust for individuals'/workshop participants' needs 4.5 Reflecting on participant evaluations to modify and enhance presentation skills	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 5:</b> Developing as a professional 5.1 Establishing professional goals and pursuing opportunities to grow professionally 5.2 Working with colleagues to improve professional practice 5.3 Balancing professional responsibilities and maintaining motivation 5.4 Working with other districts and universities to improve professional practice	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

**Mid Year Evaluation/Evaluation (must be completed 30 days prior to the end of school)**

:

\_\_\_\_\_  
Evaluator's Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date

*(Signature does necessarily imply agreement but date received)*

**Distribution:** Original- Human Resources, Personnel File

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Upland Unified School District  
Permanent Professional Development Instructor Evaluation

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	Mid Year Review/Evaluation
<b>Standard 1:</b> Engaging and Supporting all staff in learning 1.1 Connecting staffs' prior knowledge, life experience and interests in learning goals 1.2 Using a variety of instructional strategies and resources to respond to staffs' diverse needs 1.3 Facilitating learning experiences that promote autonomy, interaction and choices 1.4 Engaging staff in problem solving, critical thinking and other activities that make subject matter meaningful 1.5 Promoting self-directed, reflective teaching for all staff	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Creating and maintaining effective programs for District support 2.1 Creating programs that assists staff and students 2.2 Planning and implementing programs 2.3 Organizing information and materials 2.4 Communicating information accurately	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Facilitating the understanding and organizing of subject matter for teacher instruction 3.1 Demonstrating knowledge of subject matter content and student development. 3.2 Organizing curriculum to support teacher understanding of subject matter 3.3 Interrelating ideas and information within and across subject matter areas 3.4 Developing teacher understanding through modeling instructional strategies that are appropriate to the subject matter and grade level 3.5 Using materials, resources and technology to make subject matter accessible to teachers/students 3.6 Analyzing the results of assessments to guide teacher instruction	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

<b>Standard 4:</b> Planning instruction and designing learning experiences 4.1 Drawing on and valuing teachers' backgrounds, interests and developmental learning needs 4.2 Establishing and articulating goals for individuals workshop participants 4.3 Developing and sequencing instructional activities and materials 4.4 Modifying instructional plans to adjust for individuals'/workshop participants' needs 4.5 Reflecting on participant evaluations to modify and enhance presentation skills	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 5:</b> Developing as a professional 5.1 Establishing professional goals and pursuing opportunities to grow professionally 5.2 Working with colleagues to improve professional practice 5.3 Balancing professional responsibilities and maintaining motivation 5.4 Working with other districts and universities to improve professional practice	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

**Mid Year Review/Evaluation (must be completed 30 days prior to the end of school)**

:

\_\_\_\_\_  
Evaluator's Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date

*(Signature does necessarily imply agreement but date received)*

**Distribution:** Original- Human Resources, Personnel File

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Upland Unified School District  
**Probationary/Temporary Nurse Evaluation**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
 Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	<b>Mid Year Evaluation/Evaluation</b>
<b>Standard 1:</b> Pupil progress towards expected achievement 1.1 Reviews student health data for compliance with State and District regulations 1.2 Collects and uses multiple sources of information to assess student health status 1.3 Uses assessment results to adjust and guide intervention strategies 1.4 Communicates regularly with staff, students and families about student health issues	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Professional techniques and strategies 2.1 Uses a variety of assessment methods and case management strategies to meet individual student needs 2.2 Participates in IEP meetings as necessary 2.3 Manages the procedures for the administration of medication 2.4 Develops student care plans that are medically based and appropriate for the school setting	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Health program objectives 3.1 Demonstrates knowledge of current school health practices 3.2 Establishes and maintains standards of school nursing practice 3.3 Manages and maintains health services procedures 3.4 Communicates information to students, parents and staff in an informal setting	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 4:</b> Health office climate and operations 4.1 Promotes an environment that is professional, positive and productive 4.2 Provides appropriate supervision and delegation to unlicensed personnel 4.3 Provides appropriate nursing care to students	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

4.4 Establishes a climate that promotes inclusion, mutual respect, consistency and fairness 4.5 Maintains appropriate standards of confidentiality	
<b>Standard 5:</b> Developing as a professional 5.1 Engaging in continuing education and professional growth activities related to the nursing profession 5.2 Working with colleagues to improve professional practice 5.3 Balancing professional responsibilities and maintaining motivation	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

**Mid Year Evaluation/Evaluation (must be completed 30 days prior to the end of school):**

\_\_\_\_\_  
\_\_\_\_\_  
Evaluator's Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date  
*(Signature does necessarily imply agreement but date received)*

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**Upland Unified School District  
Permanent Nurse Evaluation**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	<b>Mid Year Review/Evaluation</b>
<b>Standard 1:</b> Pupil progress towards expected achievement 1.1 Reviews student health data for compliance with State and District regulations 1.2 Collects and uses multiple sources of information to assess student health status 1.3 Uses assessment results to adjust and guide intervention strategies 1.4 Communicates regularly with staff, students and families about student health issues	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Professional techniques and strategies 2.1 Uses a variety of assessment methods and case management strategies to meet individual student needs 2.2 Participates in IEP meetings as necessary 2.3 Manages the procedures for the administration of medication 2.4 Develops student care plans that are medically based and appropriate for the school setting	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Health program objectives 3.1 Demonstrates knowledge of current school health practices 3.2 Establishes and maintains standards of school nursing practice 3.3 Manages and maintains health services procedures 3.4 Communicates information to students, parents and staff in an informal setting	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 4:</b> Health office climate and operations 4.1 Promotes an environment that is professional, positive and productive 4.2 Provides appropriate supervision and delegation to unlicensed personnel	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application);

4.3 Provides appropriate nursing care to students 4.4 Establishes a climate that promotes inclusion, mutual respect, consistency and fairness 4.5 Maintains appropriate standards of confidentiality	Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 5:</b> Developing as a professional 5.1 Engaging in continuing education and professional growth activities related to the nursing profession 5.2 Working with colleagues to improve professional practice 5.3 Balancing professional responsibilities and maintaining motivation	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

**Mid Year Review/Evaluation (must be completed 30 days prior to the end of school):**

\_\_\_\_\_  
Evaluator's Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date  
*(Signature does necessarily imply agreement but date received)*

**Distribution:** Original- Human Resources, Personnel File

Copy- Employee

Copy- Supervisor

Upland Unified School District  
**Probationary/Temporary School Psychologist Evaluation**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_

Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	Mid Year Evaluation/Evaluation
<b>Standard 1:</b> Managing school psychological services 1.1 Organizes assessment caseload 1.2 Provides comprehensive school psychological services 1.3 Monitors and evaluates the effectiveness of services 1.4 Informs the school staff, parents and community about school psychological services	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Understanding and applying special education procedures 2.1 Uses special education reference materials as a guide to proper procedures 2.2 Consults with knowledgeable staff to clarify understanding of specific applications 2.3 Consults with school staff regarding the application of special education procedures	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Consulting with District staff and other personnel 3.1 Interprets information and ideas in collaborative settings 3.2 Consults with teachers about their students' handicapping conditions and how they relate to school functioning 3.3 Consults with teachers about their students' unique learning style/pace and/or temperament/behavioral difficulties 3.4 Consults with teachers regarding behavioral management strategies 3.5 Develops and maintains working relationships with school staff 3.6 Develops and maintains working relationships with representative of community, WESELPA, County Student Services and districts to whom we refer students 3.7 Assesses students' needs for referral for services provided by above agencies	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 4:</b> Assessing students for special needs 4.1 Demonstrates knowledge of the principles of testing and measurement 4.2 Assesses students for special education in all areas of the suspected disability, using appropriate assessment tools to address the reason for referral and to assist in the determination of eligibility for special education	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

4.3 Applies principles of testing and measurement in the interpretation of assessment results 4.4 Interprets evaluation results to school personnel 4.5 Interprets evaluation results to parents and students 4.6 Writes a comprehensive evaluation report	
<b>Standard 5:</b> Supporting students and parents 5.1 Advises parents regarding parenting techniques 5.2 Assists parents in the understanding of their child's handicapping condition and how it relates to both home and school functioning 5.3 Advises parents regarding their child's unique learning style/pace and/or temperament/behavioral difficulties 5.4 Assists in the development of interventions that support the student in the school setting 5.5 Refers students/parents for services provided within and/or outside the District	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 6:</b> Developing as a professional 6.1 Engaging in continuing education and professional growth activities related to the school psychologist profession 6.2 Working with colleagues to improve professional practice 6.3 Balancing professional responsibilities and maintaining motivation	Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

**Mid Year Evaluation/Evaluation (must be completed 30 days prior to the end of school):**

\_\_\_\_\_  
Evaluator's Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date  
*(Signature does necessarily imply agreement but date received)*

**Distribution:** Original- Human Resources, Personnel File

Copy- Employee

Copy- Supervisor

Upland Unified School District  
**Permanent School Psychologist Evaluation**

Employee Name \_\_\_\_\_ School Site \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Dates (2 required): (1) \_\_\_\_\_ (2) \_\_\_\_\_  
 Conference Dates: (1) \_\_\_\_\_ (2) \_\_\_\_\_

	Mid Year Review/Evaluation
<b>Standard 1:</b> Managing school psychological services 1.5 Organizes assessment caseload 1.6 Provides comprehensive school psychological services 1.7 Monitors and evaluates the effectiveness of services 1.8 Informs the school staff, parents and community about school psychological services	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 2:</b> Understanding and applying special education procedures 2.1 Uses special education reference materials as a guide to proper procedures 2.2 Consults with knowledgeable staff to clarify understanding of specific applications 2.3 Consults with school staff regarding the application of special education procedures	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 3:</b> Consulting with District staff and other personnel 3.1 Interprets information and ideas in collaborative settings 3.2 Consults with teachers about their students' handicapping conditions and how they relate to school functioning 3.3 Consults with teachers about their students' unique learning style/pace and/or temperament/behavioral difficulties 3.4 Consults with teachers regarding behavioral management strategies 3.5 Develops and maintains working relationships with school staff 3.6 Develops and maintains working relationships with representative of community, WESELPA, County Student Services and districts to whom we refer students 3.7 Assesses students' needs for referral for services provided by above agencies	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 4:</b> Assessing students for special needs 4.1 Demonstrates knowledge of the principles of testing and measurement 4.2 Assesses students for special education in all areas of the suspected disability, using appropriate assessment tools to address the reason for referral and to assist in the	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application)

determination of eligibility for special education 4.3 Applies principles of testing and measurement in the interpretation of assessment results 4.4 Interprets evaluation results to school personnel 4.5 Interprets evaluation results to parents and students 4.6 Writes a comprehensive evaluation report	<b>Comments:</b>
<b>Standard 5:</b> Supporting students and parents 5.1 Advises parents regarding parenting techniques 5.2 Assists parents in the understanding of their child's handicapping condition and how it relates to both home and school functioning 5.3 Advises parents regarding their child's unique learning style/pace and/or temperament/behavioral difficulties 5.4 Assists in the development of interventions that support the student in the school setting 5.5 Refers students/parents for services provided within and/or outside the District	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>
<b>Standard 6:</b> Developing as a professional 6.1 Engaging in continuing education and professional growth activities related to the school psychologist profession 6.2 Working with colleagues to improve professional practice 6.3 Balancing professional responsibilities and maintaining motivation	Mid Year: Satisfactory Progress; Unsatisfactory Progress Evaluation: Exemplary (requires plan), Proficient (consistent application; Needs Improvement inconsistent application); Unsatisfactory (rare application) <b>Comments:</b>

**Mid Year Review/Evaluation (must be completed 30 days prior to the end of school):**

\_\_\_\_\_  
Evaluator's Signature/Date

\_\_\_\_\_  
Employee's Signature/ Date  
*(Signature does necessarily imply agreement but date received)*

**Distribution:** Original- Human Resources, Personnel File

Copy- Employee

Copy- Supervisor

UPLAND UNIFIED SCHOOL DISTRICT  
 ARTICLE 18 EVALUATION  
 Certificated Exemplary Planning Form

In order to achieve an exemplary rating in Standard\_\_\_\_\_we mutually agree to the following criteria, activities, evidence, and quality indicators, that demonstrate an effort above and beyond the expected job performance:

Activities	Evidence	Quality Indicators	Completion Date

\_\_\_\_\_

Unit Member’s Signature

Date\_\_\_\_\_

\_\_\_\_\_

Evaluator’s Signature

Date\_\_\_\_\_

## SUPPORT PLAN

Unit Member:  
Date Plan Presented:

School:

CSTP\_\_: \_\_\_\_\_

Check Standard(s) needing Improvement	Evidence/Current Conditions	Suggestions for Improvement
Standard 1 :	•	•
Standard 2:	•	•
Standard 3:	•	•
Standard 4:	•	•
Standard 5:	•	•
Standard 6:	•	•
Standard 7:	•	•

Unit Member's Signature \_\_\_\_\_  
(Signature does not necessarily imply agreement)

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

Date \_\_\_\_\_

Date \_\_\_\_\_

The unit member has 10 working days in which to respond in writing.

(Directions: Not all standards need to be selected, just those needing improvement. A table is filled out for each standard.)

## IMPROVEMENT PLAN

CSTP \_\_\_\_: \_\_\_\_\_

Unit Member \_\_\_\_\_ School \_\_\_\_\_

Date Plan Presented \_\_\_\_\_

Check Standard(s) Needing improvement	Evidence/Current Conditions	Suggestions for Improvement	Resources to be Provided	Means of Gathering Evidence to Support Progress Toward Proficiency	(Quantity) How Often the Expected Appropriate Behavior Must be Demonstrated to be Proficient	(Quality) Criteria the Teacher/Evaluator will use to know that the expected behavior demonstrates Proficiency (What does good enough look like?)
Standard 1:						
Standard 2:						
Standard 3:						
Standard 4:						
Standard 5:						

Standard 6:						
Standard 7:						

Unit Member's Signature: \_\_\_\_\_ Date \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature does not necessarily imply agreement)

A copy of this Improvement Plan will be placed in the unit member's personnel file.  
 The unit member has 10 working days in which to respond in writing.

**ASSISTANCE PLAN FOR PAR PARTICIPANTS**  
**CSTP \_\_:\_\_\_\_\_**

**Unit Member:**

**School:**

**Date Plan Presented:**

**Consulting Teacher:**

Standard(s) needing improvement	Suggestions for Improvement	Resources To Be Provided	Consulting Teacher's Reflections/Date	Unit Member's Reflections/Date
Standard 1:				
Standard 2:				
Standard 3:				
Standard 4:				

Standard 5:				
Standard 6:				
Standard 7:				

Unit Member's Signature \_\_\_\_\_ Consulting Teacher's Signature \_\_\_\_\_  
 (Signature does not necessarily imply agreement)

Date \_\_\_\_\_

Date \_\_\_\_\_

A copy of this Assistance Plan will be placed in the unit member's personnel file.  
 The unit member has 10 working days in which to respond in writing.

## Certificated Employee – Observation Record

Name \_\_\_\_\_ School \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_ Lesson Observed \_\_\_\_ Length of Observation \_\_\_\_\_

<b>CALIFORNIA STANDARD FOR THE TEACHING PROFESSION</b>		<b>COLLECTION OF EVIDENCE</b>
<b>CSTP 1</b>  Engaging and Supporting All Students in Learning	<div style="border: 1px solid black; padding: 2px;">1.1 Using knowledge of students to engage them in learning.</div> <div style="border: 1px solid black; padding: 2px;">1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests.</div> <div style="border: 1px solid black; padding: 2px;">1.3 Connecting subject matter to meaningful, real-life experiences.</div> <div style="border: 1px solid black; padding: 2px;">1.4 Using a variety of instructional strategies, resources and technologies to meet students' diverse learning needs.</div> <div style="border: 1px solid black; padding: 2px;">1.5 Promoting critical thinking through inquiry, problem solving and reflection.</div> <div style="border: 1px solid black; padding: 2px;">1.6 Monitoring student learning and adjusting instruction while teaching.</div>	
<b>CSTP 2</b>  Creating and Maintaining Effective Environments for Student Learning	<div style="border: 1px solid black; padding: 2px;">2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</div> <div style="border: 1px solid black; padding: 2px;">2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity and encourage constructive and productive interactions among students.</div> <div style="border: 1px solid black; padding: 2px;">2.3 Establishing and maintaining learning environments that are physically, intellectually and emotionally safe.</div> <div style="border: 1px solid black; padding: 2px;">2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.</div> <div style="border: 1px solid black; padding: 2px;">2.5 Developing, communicating and maintaining high standards for individual and group behavior.</div> <div style="border: 1px solid black; padding: 2px;">2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn.</div> <div style="border: 1px solid black; padding: 2px;">2.7 Using instructional time to optimize learning.</div>	

CALIFORNIA STANDARD FOR THE TEACHING PROFESSION		COLLECTION OF EVIDENCE
<b>CSTP 3</b>  Understanding and Organizing Subject Matter for Student Learning	3.1 Demonstrating knowledge of subject matter, academic content standards and curriculum frameworks.	
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	
	3.3 Organizing curriculum to facilitate student understanding of the subject matter.	
	3.4 Utilizing instructional strategies that are appropriate to the subject matter.	
	3.5 Using and adapting resources, technologies and standards-aligned instructional materials, including adopted materials to make subject matter accessible to all students.	
	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.	
<b>CSTP 4</b>  Planning Instruction and 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.	

CALIFORNIA STANDARD FOR THE TEACHING PROFESSION		COLLECTION OF EVIDENCE
<b>CSTP 5</b>  Assessing Students for 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 Review 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.	

CALIFORNIA STANDARD FOR THE TEACHING PROFESSION		COLLECTION OF EVIDENCE
<b>CSTP 6</b>  Developing as a Professional Educator	6.1 Reflecting on teaching practice in support of student learning.	
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.	
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.	
	6.4 Working with families to support student learning.	
	6.5 Engaging local communities in support of the instructional program.	
	6.6 Managing professional responsibilities to maintain motivation and commitment to all students.	
	6.7 Demonstrating professional responsibility, integrity and ethical conduct.	

Evaluator

Signature

Date

Unit Member

Signature

Date

Signature of Unit Member does not constitute agreement of the above comments by the evaluator

## Certificated Employee – Informal Observation Record

Teacher Name \_\_\_\_\_ School \_\_\_\_\_

The purpose of this visit: \_\_\_\_\_ \_\_\_ Informal Visit \_\_\_\_\_ Evaluation Feedback

<b>Classroom</b>	<b>Date</b>
<b>Observer</b>	<b>Time</b>
<b>Evaluation Feedback</b>  <div style="margin-top: 20px;"><b>I. Engages and Supporting All Students in Learning</b> <b>II. Creating and Maintaining Effective Environments for Student Learning</b> <b>III. Understanding &amp; Organizing Subject Matter for Student Learning</b> <b>IV. Planning Instruction and Designing Learning Experiences for All Students</b> <b>V. Assessing Student Learning</b> <b>VI. Developing as a Professional Educator</b></div>	<b>Strengths I saw:</b>
	<b>A recommendation I have:</b>
<b>Other Observations:</b>	

Evaluator \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
SCHOOL OF CHOICE  
FOR  
BARGAINING UNIT MEMBERS

Effective: 2003-04 school year

- All bargaining unit members may choose the Upland Unified School District school that they want their children to attend.
- If the bargaining unit member's school of choice is impacted, the bargaining unit member's child(ren) shall be placed at the top of the waiting list for that site after siblings of students currently enrolled at the desired site, and if the bargaining unit member's request is received by the District by the announced deadline.
- If the bargaining unit member's request is not received by the District by the announced deadline, the bargaining unit member's child(ren) shall be placed at the top of the waiting list of individuals who did not meet the announced deadline at that site.

  
\_\_\_\_\_  
UTA Representative

Dated: 11/4/02

  
\_\_\_\_\_  
District Representative

Dated: 11/4/02

Side Letter of Agreement  
Between The  
Upland Unified School District  
And  
Upland Teachers Association, CTA/NEA

The Upland Unified School District and Upland Teachers Association, CTA/NEA, enter into this Side Letter of Agreement for the purpose of clarifying the implementation of the September 21, 2017 Tentative Agreement ("TA").

Appendix "C": Fringe Benefits

Beginning in the 2017-18 plan year, and continuing each year thereafter unless otherwise agreed to by the parties, certificated unit member contributions will be used to pay for the current plan year's costs, and the District will set aside an equal amount into the Health Benefits Savings Fund, which may be used as otherwise set forth in the TA.

The calculation of the yearly amount to be set aside in the Health Benefits Fund will be as follows,

- The actual number of subscriber FTEs, as determined by the first billing cycle after the Open Enrollment period, multiplied by \$750 (prorated for part-time employees).

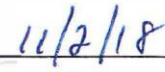
For example, if certificated members will contribute \$400,000 for the 2017-18 plan year, the District will use that amount to pay for the 2017-18 plan year's cost and set aside \$400,000 into the Health Benefits Savings Fund.

The parties acknowledge and agree that this arrangement is designed to ensure that unit member contributions are tax exempt, as permitted under state and federal law. If, during the term of the TA, either party determines that this arrangement is not consistent with external legal requirements, they agree to promptly meet and negotiate for the purpose of ensuring compliance with any such legal requirements.

The parties agree that this Side Letter clarifies the implementation of the TA, but that it does not alter the terms of the TA.

AGREED

  
District Representative

  
Date

  
Association Representative

  
Date

NEGOTIATORS SIGNATURE PAGE

  
District Representative

  
Association Representative

  
District Representative

  
Association Representative

\_\_\_\_\_  
District Representative

  
Association Representative

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District Representative

  
Association Representative

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District Representative

  
Association Representative

  
Association Representative

\_\_\_\_\_  
Association Representative

Dated: May 16, 2019