

# AGREEMENT

*between*

SANTA MONICA-MALIBU  
UNIFIED SCHOOL DISTRICT

*and*

SANTA MONICA-MALIBU  
CLASSROOM TEACHERS ASSOCIATION

Effective:

July 1, 2015– June 30, 2018

*Signed by the Parties: December 18, 2015*

*Ratified by the Board of Education: January 21, 2016*

*Revised Effective July 1, 2015*

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## **A G R E E M E N T**

This agreement is made and entered into this 18<sup>th</sup> day of December, 2015 by the Santa Monica-Malibu Unified School District, whose address is 1651 Sixteenth Street, Santa Monica, California 90404, hereinafter referred to as the "District" or "Employer," and the Santa Monica-Malibu Classroom Teachers Association, whose address is 1508 Eighteenth Street, Santa Monica, California 90404, hereinafter referred to as the "Association" or "SMMCTA."

## **ARTICLE I**

### **RECOGNITION**

*Revised effective July 1, 2012*

- A. Pursuant to the "Certification of Representative" by the Public Employment Relations Board, State of California, the Santa Monica-Malibu Classroom Teachers Association is the exclusive representative of the following described unit of certificated employees:
1. Included: All contract certificated employees whether employed in regular session or summer school session including Adult School teachers, Child Development Services teachers, Counselors, Early Childhood Special Education teachers, Librarians, Nurses, ROP teachers, substitute teachers, temporary teachers, Speech and Language Pathologists, and Student Support Specialists, but excluding those listed in section two (2) below.
  2. Excluded: All management employees; Superintendent, Assistant Superintendents, Supervisors, Directors, Coordinators, Principals, Assistant Principals, House Principals, Deans, School Psychologists, Behavior Intervention Specialists, Assistant Directors in Child Development Services, all Classified Employees, and all Confidential Employees as defined by law.

Disputes concerning the interpreting and application of this article are not subject to the grievance and arbitration provisions of Article V, but shall be subject to resolution through appropriate Public Employment Relations Board Proceedings.

## **ARTICLE II**

### **DEFINITIONS**

*Revised effective July 1, 2012*

1. "Unit Member" or "employee" shall mean any person employed by the District who is included in the bargaining unit described in Article I, unless otherwise clearly indicated within this Agreement. The term "personnel" may be used to indicate the broader group of all persons employed by the District.
2. "District" or "Employer" shall mean the Board of Education of the District and/or its management, supervision and authorized representatives.
3. "Association" or "SMMCTA" shall mean the Santa Monica-Malibu Classroom Teachers Association and its officers and authorized representatives, including Site Representatives where appropriate.
4. "Business Day" shall mean any day in which the District Administrative Office is open for business.
5. "Working Day" shall mean any day unit members covered hereby are required to be on duty.
6. "School Day" shall mean any day when students are required to be in attendance.

## **ARTICLE III**

### **RETAINED RIGHTS**

- A. All matters not within the scope of negotiations in Government Code 3543.2, and all matters not limited by the express terms of other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following, subject only to paragraph C of this article:
1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly required to be allocated to fund the wage and benefit obligations of this Agreement;
  3. The acquisition, disposition, number, location, types and utilization of all District real properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;
  4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
  5. The utilization of personnel not covered by this Agreement, including but not limited to casual, temporary and provisional personnel, consultants, instructional aides and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
  6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, transfers of students, grade-level advancement, guidance, grading, testing, records, health and safety,

conduct, discipline of students, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, all personnel of the District and the public with respect to such matters. The District shall consult with the Association and/or unit members on matters pertaining to goals, programs, curriculum, course content and textbook selection as set forth in specific sections agreed to herein.

7. Selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject only to the express terms of this Agreement regarding transfers), and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;
  8. The job classification and the content and qualifications thereof;
  9. The duties and standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards;
  10. The dates, times and hours of operation of District facilities, functions, and activities; work schedules;
  11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
  12. The rules, regulations and policies for all employees, students and the public;
  13. The retirement of unit members for age or disability; and
  14. The termination or layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District.
- B. All other rights of management are also expressly reserved to the District even though not enumerated above, subject only to paragraph C of this article. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- C. It is not the intention of the parties in setting forth the above-mentioned rights of the District to detract from or diminish in any way the rights of the Association and/or unit members as expressly set forth elsewhere in this Agreement, including but not limited to the consultation rights of Article XVII, and if there is a direct conflict between the rights hereinabove set forth and the specific terms of another article of this Agreement, the language of the latter shall prevail.

- D. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by other specific provisions of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance procedure unless the grievance in question is a complaint that the District has violated an express provision of some other article of this Agreement, which article is itself subject to arbitration.

## ARTICLE IV

### **ASSOCIATION RIGHTS**

*Revised effective July 1, 2012*

#### A. Access

1. Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose and length of visit.
2. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours such as breaks, duty-free lunch period and before and after school.
3. The Association may utilize District facilities outside District operation hours for meeting purposes, subject to the provisions of the Civic Center Act.

#### B. Distribution and Posting of Materials

1. The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:
  - a. all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with authorization by the Association President;
  - b. a copy of such postings or mass distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and
  - c. the Association will not post or distribute information which is defamatory, obscene or derogatory of any individual(s), subject to the immediate removal by the District of the right to post or to distribute for a period of at least one (1) full semester. The District will pick up mail from and deliver mail to the Association's offices at 1508-18th Street, Santa Monica, California 90404.

#### C. Release Time

1. The Association will exclusively receive time off from duties for the processing of grievances beginning with Step 1 of the grievance procedure, Article V herein, for unit members who are designated as Association representatives, subject to the following conditions:
  - a. not later than thirty (30) days following the signing of this Agreement, the Association will designate in writing to the Superintendent not more than eight (8) unit members who are to receive the time off without loss of compensation

and agree to update these designate unit members' names when substitutions or changes are made;

- b. prior to release from duties for grievance processing, the designated representative will inform his/her immediate supervisor, allowing the District and individual principals or managers sufficient time to provide and obtain a substitute, if such is necessary; and
  - c. that such time off shall be limited solely to representing a grievant in a conference with a management person beginning with Step 1 and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation.
2. If requested by the Association, the Association President shall be granted the last one-half (1/2) school day for released time without loss of compensation, for Association business and the Association shall reimburse the District \$2,000 each June 30 for each academic year of such released time. Such released time will be on an academic year basis. The last one-half (1/2) school day is defined as:
  - a. Elementary: the last one-half (1/2) of the teaching day; and
  - b. Middle/Secondary: the last three (3) teaching periods.
3. The District shall provide an additional fifty percent (50%) release time for the Association President at no cost to the Association for the term of the agreement.

D. Agency Shop (Organizational Security)

1. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization the District shall deduct one-tenth (1/10) of such dues from the regular salary 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 prorated to complete payments by the end of the school year. Such authorization shall continue in effect year to year unless revoked in writing for the purpose of making a lump sum payment. A unit member who revokes his/her authorization for the payroll deduction of member dues or the non-member fee shall transmit such dues or fee to the Association in a manner prescribed by the Association.
2. Any unit member who is not a member of the Association, or who fails to remain a member in good standing of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties shall become a member of the Association or pay to the Association a service fee in an amount equal to unified membership dues, initiation fees and general assessments in one (1) lump sum cash payment; provide, however, that the unit member may authorize payroll deduction for such service fee in the same manner as provided in Paragraph 1 of this section. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through

payroll deductions, as provided in Paragraph 1, the District shall immediately, upon notice from the Association, begin automatic payroll deduction of said fee as provided in Education Code Section 45061 in the same manner as set forth in Paragraph 1 of this section. In the case of unit members who are preferred substitutes, the District will not begin automatic payroll deductions of any such unit members until after the unit member has worked thirty-one (31) days in any school year, unless the unit member requests such deductions pursuant to Paragraph 1 above.

3. Any unit member who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association; except that such unit member shall pay, in lieu of a service fee as described in Paragraph 2 above, a sum equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501.c.3., of Title 26 of the Internal Revenue Code:

- a. Walter Lucas Scholarship Fund, as administered by the Scholarship Committee;
- b. American Cancer Society.

Proof of payment and written statement of religious objection, along with verifiable evidence of membership in a religious body as described above, shall be made on an annual basis to the District and the Association as a condition for continued exemption from the provisions of Paragraph 1 and 2 of this Section. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before November 15 of each school year, or within thirty (30) days of claiming such exemption.

Any unit member making payments as set forth above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

4. With respect to all sums deducted by the District pursuant to Paragraphs 1 and 2 above, whether for membership dues or equivalent fee, the District agrees to remit promptly such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
6. Indemnity

- a. The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation. The Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed.
  - b. The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in its defense of such action.
  - c. The Association, upon a compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.
  - d. The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any party(ies) in such action, shall immediately pay to such party(ies) all sums owing under such order and judgment.
7. No employee shall be required to make agency fee payment in months of non-employment; payments are to be equal to one-tenth (1/10) of the annual dues for each month of employment.
  8. Preferred substitutes shall make payment as bargaining unit members and henceforth shall pay dues for each month in which they are employed.

E. Information

The names of all regularly assigned unit members with work location, job titles and current placement shall be provided to the Association not later than October 30 annually. The District shall provide ten (10) copies of the District directory to the Association by November 1 annually and shall provide names, addresses and phone numbers of any new unit members. Phone numbers shall not be provided for those who do not authorize release of such numbers.

F. Faculty Advisory Councils

1. A Faculty Advisory Council shall be established in each school for the purpose of providing faculty consultation, advice and recommendations to site administration with respect to local school policies, issues and problems, including but not limited to curriculum and instruction matters. Councils are not to deal with collective bargaining matters, contract or grievance matters, personnel matters or employee discipline matters, except as specified elsewhere in this Agreement.
2. The existence and operation of Councils shall not preclude individual faculty members from expressing their own opinions on any matters, or interfere with normal communication between administrators and faculty members, nor are

councils intended to perform the functions of department chairpersons. Unit members are encouraged to identify themselves when submitting concerns to the FAC, however, they may submit their concerns anonymously.

3. Unscheduled extended duty units shall be jointly assigned by the FAC and the principal.
4. Faculty Advisory Councils shall be the official representatives for unit members at each site. It will be their duty to conduct secret ballot elections to make certain that consensus exists among a sixty-six percent (66%) majority of the affected faculty concerning planned changes being considered as a result of the restructuring process. They will continue to conduct elections throughout the restructuring process whenever it is determined that a consensus count is needed. In the process of restructuring, if a school decides on a system of site-based, decision-making, then the FAC will be involved only in those issues which affect the school climate, most especially in those issues which impact on staff working relationships within the school.
5. Councils shall be comprised of one (1) representative for each seven (7) unit members, but shall have a minimum of three (3) members, one of whom must be either an Association Site Representative, Association Chair, or Member of SMMCTA Board of Directors. FAC members must have tenure.
6. Council representatives shall be elected annually, during the first two (2) weeks of school, following nominations from the faculty. All elections are to be by secret ballot, supervised jointly by the Association Site Representative and the site administrator.
7. Each Council shall select its own chairperson by secret ballot. The chairperson shall schedule and conduct meetings of the Council. In addition, the Council and the site administrator shall meet together at reasonable intervals and mutually convenient times (as much as monthly) upon the request of either, and may meet more frequently if mutually desired.

#### G. Department Chairpersons

Department chairpersons shall be nominated by the members of the department by means of secret ballot elections with votes weighted according to number of periods taught in the department by the voter. Selection for department chairpersons shall normally be conducted during the final semester of the prior school year. The site administrator retains final authority to accept, and to remove. If the department chairperson is removed, another election shall be conducted. Regular terms of department chairpersons shall be for three (3) years, but may initially be staggered so that all terms do not expire at the same time. An election shall be conducted by the principal to select a new department chairperson when petitioned by two-thirds of the department's unit members.

1. It is recognized that department heads perform quasi-supervisory functions, and are expected to serve as instructional leaders of their departments. However, responsibility for employee evaluations shall remain with administration.

- a. Department chairpersons shall participate with the principal in the selection and assignment of master teachers.
  - b. Department chairpersons shall participate with the principal in a fair assignment of classes to teachers within the department.
2. Effective in the 2007-2008 school year, department chairs at Santa Monica High School and Malibu High School in the following departments (English, Math, Social Studies, and Science) shall teach four (4) sections per day.
  - a. In addition to the responsibilities described in G.1.a and G.1.b above, these Department chairpersons shall provide support for non-permanent teachers in their department. Support shall include classroom observations and mentoring.
  - b. Department chairpersons shall attend no more than six (6) BTSA trainings outside the instructional day annually, not to exceed twelve (12) hours per each school year, and shall be compensated at the hourly rate of pay.
  - c. Department chairpersons shall meet and collaborate with site administrators and other instructional leaders on matters related to curriculum, instruction and student support.
  - d. Department chairpersons' duties and responsibilities shall include textbook adoption, curriculum development and participation in cross-school collaboration.
3. Department chairpersons not included in G.2 above shall receive stipends as outlined in Article XXIV.

H. Assistant(s) to the Elementary Principal

Assistant(s) to the Principal shall be nominated by the faculty by means of a secret ballot election. The site administrator retains final authority to accept, and to remove. If the Assistant(s) to the Principal is removed, another election shall be conducted. Term shall be for three (3) years. Compensation shall be based on the formula: one (1) extended duty unit per F.T.E. (Full-Time Equivalent).

## ARTICLE V

### **GRIEVANCE AND ARBITRATION PROCEDURES**

*Revised effective July 1, 2015*

#### A. General Provisions

A grievance is a claim by one or more unit members or the Association that there has been a violation of an expressed term of this Agreement between the Santa Monica-Malibu Unified School District and the Santa Monica Malibu Classroom Teachers Association. A grievant is a unit member, a group of unit members, or the Association. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from such procedures are those matters so indicated in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

Individuals may be joined to process a group grievance. The individuals joining in the group grievance must be individually identified and their names affixed to the grievance form.

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 will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### B. Informal Level

Before filing a formal written grievance, and within fifteen (15) working days of the incident giving rise to the grievance, the grievant shall make a reasonable attempt to resolve the grievance by means of an information conference with the immediate administrator. At the grievant's request, the grievant may be accompanied by an Association Representative. Following the informal conference, the grievant shall give the immediate administrator five (5) working days to effectuate a response prior to filing at the formal level.

If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not within the exercise of reasonable diligence have known about it, then the fifteen (15) working day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.

#### C. Formal Levels\*

Step 1: Within five (5) working days after the conclusion of the informal level, the grievant must present the grievance in writing to the immediate administrator.

The written statement shall be a clear, concise statement of the grievance stating the facts surrounding the grievance and the provisions of the Agreement alleged to have been violated, the decision rendered at the informal conference, and the remedy sought. The statement will be signed and dated by the grievant. A meeting with the grievant and immediate administrator will be arranged to review and discuss the grievance. If the grievant is the Association, the unit member may be present. Such meeting will take place within five (5) working days from the date the written grievance is received by the immediate administrator. The immediate administrator may invite other members of management to be present at such meeting. The immediate administrator will give a written reply by the end of the fifth (5<sup>th</sup>) working day following the date of the meeting, and the giving of such reply will terminate Step 1.

Step 2: If the grievance is not settled in Step 1, the grievant may present the grievance to the Superintendent or his/her designee within five (5) working days after the conclusion of Step 1, and a meeting will be arranged to review and discuss the grievance. Such meeting shall take place within ten (10) working days from the date the grievance is received by the Superintendent or his/her designee. The Superintendent or his/her designee may invite other representatives of management to be present at such meeting. A written decision shall be rendered by the Superintendent or his/her designee within five (5) working days from the date of such meeting. Said decision shall be delivered to both the grievant and the Association and such delivery shall conclude Step 2.

Step 3: Mediation  
Grievances which are not settled pursuant to procedures of Step 1 and Step 2 and which the Association wishes to contest further shall be submitted to mediation within five (5) working days after the conclusion of Step 2. A mediator, from State Mediation Conciliation Service (SMCS) shall be agreed upon by both parties within fifteen (15) working days after submission to Step 3. If parties fail to agree on a mediator, a request for a mediator shall be submitted to the State Mediation Conciliation Service.

\*See Appendix D for sample grievance form.

D. Arbitration

Grievances which are not settled pursuant to procedures of Steps 1, 2 and 3, and which the Association desires to contest further, shall be submitted to arbitration as provided in this article, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within fifteen (15) working days after the conclusion of Step 3 of the grievance procedure. It is expressly understood that the only matters which are subject to arbitration under this article are grievances which were processed and handled in accordance with the grievance procedure set forth above, and which are not excluded from arbitration by other provisions of this Agreement.

1. Selection

As soon as possible after the District receives written notification of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is otherwise reached, an arbitrator shall be selected from a list provided by the American Arbitration Association or State Conciliatory Services.

The party who strikes the first name shall be determined by lot. The arbitrator shall be selected by alternately striking names until one is chosen. The arbitrator shall be selected from a list provided by the American Arbitration Association or State Mediation Conciliation Services within ten (10) business days after the list has been received. If the arbitrator selected indicates that he will not be available for a hearing within a reasonable time not exceeding one hundred (100) calendar days, the parties shall proceed to select another arbitrator from the above list. If none of them can meet the one hundred (100)-day deadline, then the original selection shall stand.

2. Arbitration Standards

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon post-hearing briefs of the parties. However, the arbitrator may also take judicial notice of a matter of fact or law that is authorized for judicial notice by the statutory or decisional law of the State of California or of the United States.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Therefore, the arbitrator shall not have authority, nor shall he consider it his function, to decide any issue not properly before him or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. Past practice of the parties may be presented and considered as relevant evidence in interpreting or applying terms of this Agreement. The arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his opinion such decision or award is fair or equitable. No decision or award rendered by the arbitrator shall be retroactive beyond the beginning of the period specified in Step 1 of the grievance procedure set forth in this article or the occurrence of the act or omission giving rise to the grievance. The arbitrator shall only have power to make an award on the act or omission giving rise to the grievance if such occurred during the term of the Agreement.

3. Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limit set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made. If the District fails to process a grievance in a timely manner at any step, the grievant may proceed to the next step.

Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable.

4. Motion to Dismiss

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the District and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon request of either party, there shall be suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the District to proceed to arbitration.

5. Arbitrator's Decision

The decision of the arbitrator within the limits herein prescribed shall be binding upon the District, the Association and the grievant.

6. Cost of Arbitration

Each party shall bear the expense of its own presentation including, but not limited to, attorney fees.

Arbitration costs and court reporter fees shall be paid as follows:

- 75% of these costs shall be paid by the losing party.
- 25% of these costs shall be paid by the winning party.

7. Association Representation

The grievant shall be entitled, upon request, to be represented by the Association at all grievance meetings beyond the informal level. At the informal level, at the grievant's request the grievant may be accompanied by an Association Representative. In situations where the Association has not been invited to represent the unit member, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.

Grievance investigation and resolution matters may be performed during the instructional day, but shall be conducted on non-classroom teaching time.

8. Grievance of Like Circumstances

Grievances which are of like circumstances may be grouped by mutual agreement of the parties. The arbitrator may hear and determine only one (1) grievance at a time unless the District and the Association expressly agree otherwise. However, both parties shall, in good faith, endeavor to handle in an expeditious and convenient manner those claims which involve identical facts and issues.

## ARTICLE VI

### **ASSIGNED DAYS AND HOURS OF WORK**

*Revised effective July 1, 2015*

#### A. Work Year

1. The number of working days in the work year shall be 184 for all unit members except Child Development Center teachers (183 days), newly employed unit members, Santa Monica High School Student Support Advisors and secondary counselors.
  - a. See Article XX (Child Development Teachers) for Work Year information pertaining to Child Development Center Teachers.
  - b. Newly employed unit members' work year shall be 184 working days with two (2) non-paid days of orientation required prior to the pupil-free day when all unit members shall be in attendance at their respective school sites for opening day meetings.
  - c. Student Support Specialists' work year shall be 196 working days, which may include weekends, dependent on the requirements of the position. On an annual basis, the unit member and his/her principal shall mutually agree on the dates that will fulfill the work year requirement.
2. Some unit members may be required to work additional school days because of the nature of their particular assignment. For those additional required work days, they shall be compensated on a pro rata basis. Compensation shall be determined by dividing their annual salary by the required number of working days.
3. Three (3) of the 184 working days shall be pupil-free school days and may be used for professional development aligned with District Goals.
4. Calendars shall be negotiated by the District and SMMCTA for the following two (2) school years.

#### B. Hours

1. The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:
  - a. All elementary unit members must report in at least thirty (30) minutes before school begins and remain such time after the normal full pupil day as would be dictated by their professional duties and responsibilities. After the kindergarten unit member's students have departed, the kindergarten unit member shall not be required to give assistance to other elementary unit members.

- b. All middle school and high school unit members must report in at least thirty (30) minutes before their first class or conference period and remain such time after their last class or conference period as their professional duties or responsibilities would dictate.
  - c. Counselors and nurses must be at the work site a period of time equal to the teachers at that site and must remain for such time as their professional duties or responsibilities would dictate.
  - d. Student Support Specialists at Santa Monica High School shall work an eight and one-half (8 1/2) hour duty day, which includes a one-half (1/2) hour lunch.
2. These minimum school-based assignment hours shall be applicable to every scheduled work day, including minimum pupil days, in-service days, and the like. These minimum school-based assignment hours may be modified to a shorter or longer length by mutual agreement between the immediate administrator and unit member or reduced for part-time personnel.
  3. Pursuant to California Education Code Section 46201 (3)(A-D), the minimum annual instructional time for students exclusive of recess and lunch (except for kindergarten recess) shall be as follows:

<b>Grade Level</b>	<b>Instructional Minutes</b>
K	36,000
1- 3	53,100
4- 5	54,480
6- 8	54,480
9-12	64,800

4. In addition to the assigned classroom teaching duties and the minimum time stated above, unit members are responsible for professional adjunct duties beyond the instructional day which may include: parent conferences; school accreditation meetings, one (1) Back to School night, and one (1) Open House night.

Unit members shall not be assigned to more than two committee assignments. First year unit members shall not be assigned to, nor will they be required to serve on, school or district committees. Unit members who serve as a SMMCTA Executive Board Member, a SMMCTA Site Representative, or on a SMMUSD-SMMCTA Joint Committee, may have that service count as no more than one (1) committee assignment.

5. Individualized Educational Plan (IEP) Meetings

The priority shall be to hold IEP meetings during the instructional day. In the event IEP meetings must be scheduled at a time outside of the instructional day, meetings shall be scheduled with notice to all IEP team members at least seventy-two (72) hours in advance. The seventy-two (72) hour notice may be waived when an emergency addendum meeting is necessary and is called by the teacher of record. Meetings shall be scheduled for a reasonable length of time as would be dictated by the professional duties and responsibilities of the unit member(s).

The length of the IEP meeting session will be mutually agreed upon at the beginning of the meeting by the members of the IEP team. In the event more time is needed to complete the IEP, the meeting shall be scheduled for continuation at the earliest agreed upon time.

#### 6. Kindergarten Day

Effective January 31, 2000, the length of the instructional day for Kindergarten shall be a minimum of 240 minutes without split reading and excluding lunch and recess.

#### 7. Modified Day

In order to facilitate some of the adjunct duties listed in section B.4, a modified day shall occur at all sites.

- a. Modified day (MD) shall be Wednesday or Friday at all schools

Affected faculty members at each site may change the day and time of Modified Day by utilizing the process set forth in Article XVII - Consultation Procedures, Section C.2 a and C.2.b. A sixty-six percentage (66%) vote of the affected faculty is needed to change the day and time of Modified Day. Such vote shall be conducted no later than the last work day in May of the school year and implemented no later than the first full week of the following school year.

- b. Modified Day shall include the following structure unless determined to be modified by sixty-six percent (66%) of the affected faculty members at the site:

- (1) Three meetings per month to provide Professional Development, Faculty or District Meetings and/or Department/Grade Level Core meeting time. The principal will work collaboratively in planning these meetings and will convene a professional development committee comprised of unit members elected by their colleagues. The committee will construct a professional development plan for the site, within the framework provided by the District. The committee is highly encouraged to meet the different needs of all unit members at the site. The committee will meet at least four (4) times a year and post the professional development plan by September 30 of each year.

The agenda for Department/Grade Level Core Meetings shall be decided upon collaboratively by the department/grade level core unit members and the principal.

- (2) One meeting per month will provide a Professional Day which shall be determined by each individual unit member to be used for the purpose of parent/teacher conferences, student help, planning and grading responsibilities, etc.

Modified Day meetings shall be scheduled by SMMCTA site representatives and the site administrator before the beginning of the school year. The schedule shall be distributed to the unit members at the site before the beginning of the school year. An equitable number of meetings shall be scheduled in each school year based on the general structure/ratio above, on topics listed in this subsection. In the event an uneven number of meetings are scheduled in a school year, priority shall first be given to Professional Day meetings (B.7.b.2) and second to Professional Development meetings (B.7.b.1).

- c. The time allotted weekly for the Modified Day (MD) shall not exceed 90 minutes per week.

#### 8. Lunch and Preparation Periods

- a. Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) continuous minutes, as scheduled by the immediate administrator, with the exception of Child Development Center unit members who are required to eat with the children but receive relief and preparation periods. Student Support Specialists at Santa Monica High School are guaranteed a one-half (1/2) hour lunch every day. Whenever possible, the Student Support Specialists' lunch period shall not be at a time when the students are scheduled for lunch.
- b. Each full-time middle school and high school unit member shall be afforded one scheduled class period daily as a preparation period. Elementary school teachers shall be provided one hundred twenty-five (125) minutes per week of duty-free preparation time within the instructional day.
- c. At secondary school sites additional preparation periods will be allocated to Special Education staff for the purpose of completing assessments. These preparation periods will not be less than 1.0 FTE at Santa Monica High School, 0.4 FTE at Lincoln Middle School, 0.4 at Malibu High School, and 0.4 at John Adams Middle School. Allocation of these preparation periods will be determined at each site by the Site Principal after consultation with the Special Education Department Chair.

- d. Preparation periods shall be used for professional, job-related work which will include preparation for classes, preparation of teaching materials, presentation of or attendance at demonstration lessons, and conference with administrators, other employees, counselors, students, or parents. The scheduled preparation period may also, if deemed necessary by the immediate administrator, be used for providing emergency replacement services for a temporarily absent unit member. The site administrator shall make a reasonable effort to distribute replacement assignments equitably. For all replacement services the District shall compensate the unit member at the established hourly rate (see Certificated Compensation in appendices), payable in one-half hour increments (e.g., half of the established hourly rate for each service of up to one-half hour's duration).
- e. The District intends to provide substitute teachers to cover classes for each unit member who is on a field trip that has a duration of at least three teaching periods.

9. Supervisory/Yard Duty

Unit Members shall be assigned the equivalent of one supervisory/yard duty a week. Arrangements will be made on a school basis as mutually agreed upon by the site administrator and the school FAC (Faculty Advisory Council).

10. Itinerant Assignments

In assigning the duties set forth in this section, the District shall see that the hours involved are equitably distributed among unit members and that reasonable advance notice of scheduling is provided.

Unit members who serve two or more schools/sites in one day within the limits of Santa Monica or Malibu shall be allowed a maximum of thirty (30) minutes per move, exclusive of lunch periods. Unit members who serve two or more schools/sites in one day between Santa Monica and Malibu shall be allowed a maximum of one (1) hour per move, exclusive of lunch periods. The unit member and the Assistant Superintendent, Human Resources, shall determine travel time based upon the unit member's school year assignment and a mileage/time chart for district schools/sites.

## ARTICLE VII

### SUMMER SCHOOL

*Revised effective July 1, 2012*

#### A. Application for and Appointment to Intensive Intervention Summer School Positions

Intensive Intervention Summer School (IISS) is a district-run summer school to provide intensive academic remediation for all SMMUSD students exiting second (2<sup>nd</sup>) through twelfth (12<sup>th</sup>) grade who have performed one or more years below grade level according to state test scores, or who have received “Fails” in core academic subjects including English Language Arts, Mathematics, Social Studies and Science.

1. The District shall notify all certificated staff of the availability of summer school positions and shall provide such notification on or prior to February 15 of each year in which IISS is being offered. Applications shall be accepted to a specified date which shall not be earlier than March 15.
2. Applicants for summer school positions shall file their completed applications prior to the close of the application period with the Assistant Superintendent, Human Resources.
3. Selection for a summer school assignment shall be made jointly by the Assistant Superintendent, Human Resources and the Intensive Intervention Summer School principal(s) involved in accord with the following factors listed in rank order within each level:
  - a. Elementary Level Intensive Intervention Summer School Positions:
    - 1) Completion and submission of the application prior to the close of the application period;
    - 2) Appropriate certification for teaching in the grade levels/subject areas offered in the IISS program;
    - 3) Possession of CLAD or BCLAD certification or CCTC-approved equivalent;
    - 4) Experience within the last three years teaching in the grade for which the IISS program is designed;
    - 5) Experience within the last three years teaching in the grade segment (grades K-2, 3-5) for which the IISS program is designed;
    - 6) Experience working with intervention programs (extended school day, Saturday School, Intensive Intervention Summer School);

- 7) Effective the 2006-2007 school year to be eligible to teach IISS, teachers must have completed within the last five (5) years three (3) professional development trainings related to developing instructional strategies for working with struggling students (including, but not limited to: Kate Kinsella Training, Destination Math, Student Onramp Strategies, Differentiated Instruction, Read 180, Frontloading, Soar to Success, Responsive Classroom);
  - 8) Experience working with English Learners in the classroom or in Intervention programs (extended school day, Saturday School, Intensive Intervention Summer School);
  - 9) Seniority shall be used as the final criteria for the selection of IISS assignments.
- b. Middle School Level Intensive Intervention Summer School Positions:
- 1) Completion and submission of the application prior to the close of the application period;
  - 2) Appropriate certification for teaching in the grade levels and subject areas offered in the IISS program;
  - 3) Possession of CLAD or BCLAD certification or CCTC-approved equivalent;
  - 4) Experience within the last three years teaching in the subject areas offered in the IISS programs;
  - 5) Experience within the last three years teaching in the grade segment (grades 6-8) for which the IISS program is designed;
  - 6) Experience working with intervention programs (extended school day, Saturday School, Intensive Intervention Summer School);
  - 7) Effective the 2006-2007 school year to be eligible to teach IISS, teachers must have completed within the last five (5) years three (3) professional development trainings related to developing instructional strategies for working with struggling students (including, but not limited to: Kate Kinsella Training, Destination Math, Student Onramp Strategies, Differentiated Instruction, Read 180, Frontloading, Soar to Success, Responsive Classroom);
  - 8) Experience working with English Learners in the classroom or in Intervention programs (extended school day, Saturday School, Intensive Intervention Summer School);
  - 9) Seniority shall be used as the final criteria for the selection of IISS assignments.

c. High School Level Intensive Intervention Summer School Positions:

- 1) Completion and submission of the application prior to the close of the application period;
- 2) Appropriate certification for teaching in the subject areas offered in the IISS program;
- 3) Possession of CLAD or BCLAD certification or CCTC-approved equivalent;
- 4) Experience within the last three years teaching in the subject areas offered in the IISS programs;
- 5) Experience within the last three years teaching in the grade segment (grades 9-12) for which the IISS program is designed;
- 6) Experience working with intervention programs (extended school day, Saturday School, Intensive Intervention Summer School);
- 7) Effective the 2006-2007 school year to be eligible to teach IISS, teachers must have completed within the last five (5) years three (3) professional development trainings related to developing instructional strategies for working with struggling students (including, but not limited to: Kate Kinsella Training, Destination Math, Student Onramp Strategies, Differentiated Instruction, Read 180, Frontloading, Soar to Success, Responsive Classroom);
- 8) Experience working with English Learners in the classroom or in Intervention programs (extended school day, Saturday School, Intensive Intervention Summer School);
- 9) Seniority shall be used as the final criteria for the selection of IISS assignments.

B. Application for and Appointment to Summer School Positions

1. The District shall notify all certificated staff of the availability of summer school positions and shall provide such notification on or prior to February 15. Applications shall be accepted to a specified date which shall not be earlier than March 15.
2. Applicants for summer school positions shall file their request prior to the close of the application period with the Assistant Superintendent, Human Resources.
3. Selection for a summer school assignment shall be made jointly by the Assistant Superintendent, Human Resources and the Summer School principal(s) involved in accord with the following factors listed in rank order within each level:
  - a. Elementary Level Positions Regular Grade Level Classes:

- 1) Tenured teachers with prior experience teaching at the elementary level in the grade segment for which the application is made. For purposes of this section, grade segments shall be defined as kindergarten through the third grade as one grade segment and grades four through five as the other grade segment;
- 2) Non-tenured teachers with prior experience teaching at the elementary level in the grade segment for which the application is made (i.e., grades K-3 or grades 4-5);
- 3) If there are two (2) or more equally ranked persons who are qualified in accordance with numbers (1) or (2) above, selection shall be made in accordance with a rotation system and the applicant with the least recent summer school experience in the District shall be selected. Assignment to a site shall be made as deemed appropriate by the District.;

b. Elementary Level Positions--Proficiency/Remedial Classes:

- 1) Tenured teachers with experience within the last three years in the grade for which the proficiency/remedial plan is designed;
- 2) Tenured teachers with experience in the last three (3) years teaching in the grade segment (i.e., grades K-3 or grades 4-5) for which the proficiency/remedial plan is designed;
- 3) Non-tenured teachers with experience within the last three (3) years in the grade for which the proficiency/remediation plan is designed;
- 4) Non-tenured teachers with experience within the last three (3) years teaching in the grade segment (i.e., grades K-3 or grades 4-5 for which the remediation plan is designed);
- 5) If there are two (2) or more equally ranked persons who are qualified in accordance with numbers (1), (2), (3), or (4) above, selection shall be made in accordance with a rotation system and the applicant with the least recent summer school experience in the District shall be selected. Assignment to a site shall be made as deemed appropriate by the District.

c. Middle School Positions:

- 1) Tenured teachers in the middle school department with teaching experience in the previous academic year;
- 2) Tenured teachers with previous teaching experience in the subject area;
- 3) Tenured teachers with no previous teaching experience in the subject area;

- 4) Following the rankings of (1) through (3), the District shall select teachers using the same criteria as stated above, but substitute "non-tenured" for each case where "tenured" is used in the above criteria;
  - 5) If there are two (2) or more equally ranked persons qualified in accordance with (1) through (4) above, selection shall be made in accordance with a rotation system, and the applicant with the least recent full time summer school experience in the District shall be selected.
- d. High School Positions:
- 1) Tenured teachers in the high school department and teaching experience in the subject area in the previous academic year;
  - 2) Tenured teachers with previous teaching experience in the subject area;
  - 3) Tenured teachers with no previous teaching experience in the subject area;
  - 4) Following the rankings of (1) through (3), the District shall select teachers using the same criteria as stated above, but substitute "non-tenured" for each case where "tenured" is used in the above criteria;
  - 5) If there are two (2) or more equally ranked persons qualified in accordance with (1) through (4) above, selection shall be made in accordance with a rotation system, and the applicant with the least recent full time summer school experience in the District shall be selected.
- e. Special Education--All Levels:
- 1) tenured teachers with the appropriate credential and/or certificate(s) and with prior experience teaching in the special education subject area for which the application is made;
  - 2) tenured teachers with appropriate credential and/or certificate(s) for teaching in the special education subject area for which the application is made;
  - 3) following the ranking of tenured teachers, the District shall select from non-tenured teachers who have the proper credential and certificates and prior experience in the special education subject area for which the application is made;
  - 4) if there are two (2) or more equally ranked persons who are qualified in accordance with numbers (1) through (3) above, selection shall be made in accordance with a rotation system and the applicant with the least summer school experience in the District shall be selected. Assignment to a site shall be made as deemed appropriate by the District.
- f. Child Development Services Positions:

- 1) positions for the School Age program will be filled by unit members in order of seniority who held a position in the School Age program during the regular school year.
  - a) in the event that classes in the School Age program have to be canceled, teachers will be released in the reverse order of seniority.
- 2) positions for the CALSAFE Infant and Toddler program will be filled giving priority to unit members who held a position in the CALSAFE Infant and Toddler program during the regular school year.
- 3) positions for the Preschool program will be filled giving priority to unit members who held a position in the Preschool program during the regular school year.
- 4) remaining vacancies in all programs will be filled by teachers based on seniority in the CDS program.

C. Other Provisions:

1. If, following the close of the application period, insufficient applications are received to fill District summer school positions, the District shall again open summer school applications for a period of five days. If, following the second application period, insufficient applications are received to fill the summer school positions, the district may fill the position as it deems necessary. SMMCTA shall be notified prior to the reopening of the reapplication period.
2. If employed during the regular school year, applicants must have received at least a "satisfactory" evaluation in order to be eligible for summer school employment.
3. If an applicant accepts a summer school position but then does not either begin or complete the summer school assignment without first receiving an approved leave of absence from the District, the teacher shall be considered, for the purposes of the system of rotation noted above, as having held a summer school position.
4. High school instructional services for independent study shall be provided by unit members on the following basis:
  - a) enrollment of five (5) to nine (9) students--a one-quarter (1/4) summer school assignment;
  - b) enrollment of ten (10) to fourteen (14) students--one-half (1/2) of a summer school assignment;
  - c) enrollment of fifteen (15) to nineteen (19) students--three-quarters (3/4) of a summer school assignment;
  - d) enrollment of twenty (20) to twenty-four (24) students--a full-time summer school assignment.

If enrollment is greater than twenty-four (24) students, unit members shall be hired in accordance with the above loads. If enrollment is less than five (5) students, the District shall provide instruction in such manner as it deems appropriate.

5. Notification of tentative assignments shall be provided to those applicants who are selected by the District no later than April 15, unless an extension of the application period is required as noted in A.3.h.1. above, in which case tentative assignments shall be made no later than April 30. Employees shall be notified of the expected subject and/or grade level taught, and the first and last day of teacher's employment.
6. If the District concludes that it is necessary to cancel a scheduled summer school subject(s), grade(s), class(es), or section(s) due to lack of enrollment, lack of funds (cancellation for lack of funds shall be prior to the first day of summer school), or circumstances beyond the control of the District, employees selected for the canceled subject(s), grade(s), class(es), or section(s) shall be offered any vacant summer school positions for which they are credentialed and qualified. In case (2) two or more employees are assigned to the same subject or grade level and class(es) or section(s) within those subjects or grades are canceled, employees to be retained shall be selected in the manner as enumerated in A.3. above.
7. Unit members selected to teach summer school shall be required to attend two days of inservice before summer school begins. Unit members will be paid at the established hourly rate. Dates for the inservice will be on the summer school application. Unit members who do not attend the inservice shall be removed from their summer school assignment.

D. Assigned Days and Hours of Work

1. With the exception of the staff development days described in VII.A.6 above, employees shall not be required to perform more than twenty-nine (29) days of employment for a summer school session.
2. All employees shall report to their respective assignments in sufficient time prior to the arrival of students to be ready for instruction at the commencement of the first instructional period. Summer school hours shall be from 8 a.m. to 12:35 p.m. All employees shall remain at the site such time as is necessary to complete their professional duties and/or responsibilities.
3. Meetings, including faculty meetings, which are required of unit members, either before or after the regular summer school day and beyond the minimum on-site duty time, shall be limited to a reasonable number each summer session. Meetings of summer school unit members may be required by the supervising administrator prior to the commencement of the first summer school day.

E. Salary

1. Full-time summer school salaries shall be equal to eighty percent (80%) of the regular daily rate the employee would receive if he/she were employed in the District's regular session program. Placement on the salary schedule shall be in accordance with provisions and requirements of Article XXIII (Salary) and such applicable appendices of the regular-year contract.
2. Part-time summer school unit members shall be paid on a pro rata basis of the salaries received by the full-time summer school personnel.
3. In case unit members are required to provide summer school services beyond twenty-nine (29) days, with the exception of the staff development days described in VII.A.6 above, employees shall be paid an amount equivalent to the sum equal to 1/29 of their regular summer school salary for each day of service.
4. Unit members employed during summer school shall be eligible for Bereavement Leaves of not more than three (3) days.
5. When a unit member is absent from his/her summer school assignment, there shall be no salary earned for the period of absence, except in cases where the District assigns the unit member to other duties.

F. Contract Application

1. Except as otherwise stated in this Article, the following Articles of this Agreement shall not be applicable to summer school employees: Articles VI (Assigned Days and Hours of Work), X (Transfer and Reassignment Procedures), XI (Evaluation Procedures), XXIV (Additional Compensation), XXV (Health and Welfare), and XXVI (Retirement). All other contract provisions shall apply to summer school except that the District, in the implementation of this contract for summer school personnel, shall adjust dates and time lines in a manner as necessary to meet the shortened time period of summer school employment.

## ARTICLE VIII

### CLASS SIZE

*Revised effective July 1, 2015*

A. Whenever administratively practical and whenever the District's financial resources allow and facilities permit, the District shall make every effort to:

1. Maintain elementary classes at thirty (30) or less:
  - a. At the elementary level, except where mutually agreed within the above limitations, high priority will be given to the elimination of combined K-1 classes and to the reduction of class size at the K-3 grade levels. Consideration will be given within school budgets to additional instruction and curricular material needs required in combination classes. Nothing in this section shall be intended to discourage the utilization of multi-age classroom groups.
  - b. For Physical Education classes at the elementary level, the District will attempt to minimize triple class loads, particularly at the primary level.
2. Maintain middle school classes at thirty-four (34) or less, plus three (3). Maintain high school classes at thirty-five (35) or less plus three (3). Under no circumstances, except as provided in paragraph 2.a below, shall a middle school student contact load exceed 170 and high school student contact load exceed 175.
  - a. The following exceptions are applicable to the middle school and high school class size limitations of above paragraph A:
    - 1) Laboratory classes - Science - 34 or less, plus two (2)
    - 2) Laboratory classes - Art - 28 or less, plus two (2)
    - 3) Laboratory classes - Home Economics - 28 or less
    - 4) Laboratory classes - Industrial Arts - 28 or less
    - 5) Laboratory classes - Business - 45 or less
    - 6) Performance groups in Music or P.E. - 150 or less
    - 7) Physical Education - 50 or less

Unit members assigned to teach a combination of classes, including those listed in paragraph 2.a.1-7, will have a total student contact load that does not exceed their proportional share of all five of their classes.

The above exceptions shall themselves be limited where the physical size, layout, or work stations will not accommodate the maximum number indicated above.

3. In calculation of the above ratios and limitations, the following individuals shall be excluded: counselors, categorically funded positions, nurses, librarians, elementary ESL program teachers, special education teachers and the additional secondary teachers (above the 27:1 ratio) who are hired to teach ESL and to reduce class size for ESL students and Student Support Specialists at Santa Monica High School.

Whenever administratively practical and whenever the District's financial resources allow and facilities allow, the District shall make every effort not to exceed the following levels in special education:

- a. SDC Elementary 13, Secondary 16, PBS10, SDC-IS 10.
  - b. SAI 22
  - c. Speech Specialists 55.
4. Whenever administratively practical and whenever the District's financial resources allow, the District shall make every effort not to exceed a 275:1 caseload ratio for each Student Support Specialist at Santa Monica High School.
  5. Schools will have three (3) weeks to balance their classes and conform to the above class-size standards. The District will make every effort to do this within two (2) weeks. At any time during the school year when new students enroll, every effort will be made to provide an equitable distribution of students.
  6. In those situations where, after classes have been balanced pursuant to Paragraph A.3 above, the administration has found it necessary to exceed the above limitations for reasons other than financial and/or facility limits, the Administration shall, upon request of the affected teacher(s), meet with them and the SMMCTA Site Representative to discuss the reasons, and then, upon request, put the reasons for the final decision in writing.
    - a. Possible solutions could include but not be limited to the use of instructional aide time according to the following schedule:

1 to 2 Elementary Classrooms	31 Students	One (1)-3 hr. Inst. Aide shared by affected classroom(s)
3 to 4 Elementary Classrooms	31 Students	Two (2)-3 hr. Inst. Aides shared by affected classroom(s)
5 to 6 Elementary Classrooms	31 Students	Three (3)-3 hr. Inst. Aides shared by affected classroom(s)

Other approaches of equivalent cost that reduce the adult to student ratio are acceptable.

## ARTICLE IX

### LEAVES OF ABSENCE

*Revised effective July 1, 2015*

#### A. General Provisions

1. A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.
2. A mandatory leave of absence includes illness, extended illness, industrial accident, quarantine and military leave and such leave protects the unit member by holding the same position at the same school until conclusion of that leave. If that leave extends to the subsequent academic year, the unit member shall be returned to the same position and the same school only if the position continues to exist. An optional leave of absence includes child-rearing, sabbatical and personal leave, and such leave protects the unit member by holding a place of employment for such unit members in the District until the leave expires.
3. A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
4. "Paid" leaves shall result in continued Health and Welfare benefits, and shall count toward the service requirements for salary step advancement.
5. For the purposes of this Article, when a physician's verification of illness is required, the District will additionally recognize evidence of treatment and the need therefore by the certification of an official of any well-recognized church, denomination, or practice of a religion in lieu of a physician's verification.
6. Leaves for probationary unit members shall not count toward acquisition of tenure.
7. Ten days of non-accumulated sick leave will be given to any ROP teacher who teaches 23 or more hours per week.

#### B. Leave of Absence for Illness or Injury

1. Unit members are entitled to be absent from duties when illness or injury prevents the unit member from performing assigned duties. Disabilities as a result of pregnancy, miscarriage, childbirth, or recovery therefrom are temporary disabilities for which illness leave may be utilized.
2. Each unit member in a ten (10) month assignment shall be granted ten (10) days leave of absence for illness or injury per year, for service of one (1) full contract year as a full-time unit member. Each unit member in an eleven (11) month assignment shall be granted eleven (11) days leave of absence for illness or injury per year, for service of one (1) full contract year as a full-time unit member. Leave of absence for illness or injury of unit members with a part-time, including summer school,

assignment accrues in the proportion to which the hours worked relate to a full-time assignment.

3. Each adult education unit member employed for twenty (20) or more hours per week shall be granted ten (10) days leave of absence for illness or injury per year. Each part-time Adult Education teacher shall receive paid sick leave according to the table below:

Years of Service	Paid Sick Leave
1-3	1
4-6	2
7-9	3
10-12	4
13-15	5
16-18	6
19-21	7
22-24	8
25-27	9
28-30	10

Unused sick leave will be accumulated from year-to-year.

4. The date of commencement of absence from and return to duties because of pregnancy, miscarriage, childbirth or recovery therefrom shall be determined by the unit member and the unit member's physician. The physician's verification for the commencement of absence from duties and resumption of duties shall be based on the unit member's medically determined ability to perform assigned duties.
5. For purposes of this section, the Board of Education or the Superintendent may require a medical verification statement from unit members who are absent any period of time due to illness or injury.
6. To ensure that each unit member is informed of his/her accrued accumulated sick leave, the District will provide to all unit members a written statement of accumulated sick leave not later than October 15 of each school year.

C. Extended Illness or Accident Leave up to Five Months

1. When a unit member is absent from duties for a period of up to five (5) school months or less because of illness or injury, the unit member shall receive the difference in salary between his/her pay and the salary actually paid either a day-to-day or a long-term substitute teacher assigned to fill his/her position.

- a. The District shall notify unit members when they have only ten (10) days of sick leave remaining.
  - b. Leave of absence for illness or injury under this section will commence after the exhaustion of all days of accrued sick leave benefits under Section B of this Article. Absence from duty under this section shall require a physician's verification. Such verification must be furnished to the Human Resources Office at the commencement of each thirty (30)-day calendar period.
  - c. In no instance shall a unit member be paid less than \$50 per day (pro rata based upon assignment), while on differential pay.
2. At the end of five (5) school months, a unit member on approved extended illness leave, and not able to return to work, may petition the Board of Education for additional sick leave benefits. If approved, the unit member will continue to receive the difference in pay between regular salary and salary actually paid the substitute. If not approved, the unit member will be placed on leave of absence without pay.

D. Leave of Absence for Industrial Illness or Accident

1. Any accident/injury or illness that might fall in the category of the District's self-insured Worker's Compensation Fund shall be reported on the Supervisor's Report of Injury form within twenty-four (24) hours, or as soon as possible, with the site administrator or designee who shall send one (1) copy of this completed form to the Business Services Office.
2. Pursuant to the provisions of the Education Code, unit members shall be eligible for paid leaves of absence for industrial accident or illness:
  - a. Accidents or illness, including childhood diseases, must have arisen out of and in the course of employment of the unit member and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the District's self-insurance administrator (SLIM representative or successor).
  - b. Leaves shall not exceed sixty (60) days in any one fiscal year for the same illness or injury.
  - c. Allowable leaves shall not be accumulated from year to year.
  - d. Leaves under these rules and regulations shall commence on the first (1st) day of absence.
  - e. Industrial accident or illness leaves of absence are not deducted from the sick leave of the unit member.
  - f. Benefits such as doctor's fees, hospitalization, etc., shall be granted only upon the approval of claims by the District's self-insurance carrier.

g. Return from Extended Illness or Industrial Illness/Accident Leave

- (1) When a unit member returns from an extended illness leave or industrial illness/accident leave, s/he shall submit to the District a completed "Certificate for Return to Work or Further Treatment" form, (Appendix 10) completed and signed by the unit member's physician.

When possible, to expedite reinstatement, the unit member will submit the return to work form five (5) work days prior to their anticipated return.

- (2) If the physician's statement releases the unit member to return to work without restrictions, the unit member shall be returned on the effective date. However, if the District has reason to doubt the unit member's ability to perform his/her duties, the District shall:
  - (a) place the unit member on home assignment for a period not to exceed 5 work days,
  - (b) communicate directly with the unit member and/or association, unit member's physician, or the District's physician to ascertain the individual's job related limitations, how such limitations can be overcome, and to identify possible accommodations.
- (3) During the period of home assignment, the unit member shall continue to receive his/her salary without loss of days of sick leave. If however, it is determined that the unit member cannot perform his/her duties, the unit member shall be placed on sick leave until s/he is able to resume his/her duties.
- (4) If the "Certificate for Return to Work or Further Treatment" from the physician identifies restrictions that limit the unit member's ability to perform his/her duties and/or identifies a need for accommodation, the District shall make reasonable efforts to return the unit member to work and when practicable, provide reasonable accommodation. Reasonable accommodation does not require the District to create a new position or alter the essential functions of an existing position.
- (5) The District shall make reasonable accommodations to the known physical and mental disabilities of unit members, to the extent required by existing law.

E. Leave of Absence for Quarantine

When a unit member is required to be absent from duties because of quarantine by a City or County Health Department, such absences will be charged to Leave of Absence for Illness or Injury as defined in Section B of this Article. After the exhaustion of all accrued sick leave benefits under Section B, the unit member will be entitled to benefits under Section C of this Article.

F. Leave of Absence for Bereavement

1. Any unit member is entitled to be absent from duties without loss of pay when there is a death of a member of the unit member's immediate family, step family and/or domestic partner's family. Such absence shall be allowed for up to three (3) days, or five (5) days if travel is required either out of state or to a location four hundred miles or more from the employee's residence.
2. Members of the immediate family, step family and/or domestic partner's family, as used in this section, means: the parent, child, grandparent or grandchild of either the unit member or the spouse of the unit member; and the spouse, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the unit member; or any person living in the immediate household of the unit member; or any person for whose care the unit member has assumed primary responsibility. Individual exceptions may be submitted for approval to the Superintendent or his/her designee.
3. For death-related absences beyond the above terms, see Section G, Necessity.

G. Leave of Absence for Necessity

1. Full-time unit members in a ten (10) month assignment may use not more than ten (10) days of sick leave each year for necessity leaves. Full-time unit members in an eleven (11) month assignment may use not more than eleven (11) days of sick leave each year for necessity leaves. Part-time unit members may use their annual sick leave entitlement for necessity leaves.
2. All absences due to necessity are to be reported on the same form on which all other absences are reported.
3. General
  - a. Necessity leaves must be taken in increments of not less than one-half ( $\frac{1}{2}$ ) days.
  - b. Necessity leaves may not be taken for the purpose of withholding professional services.
  - c. Prior notification of absences must be reported in the same manner as illness reporting procedure so that the District may obtain substitutes.
  - d. Consistent use of necessity leave during staff development days may be reflected under "Professionalism" section on unit member's evaluation.

H. Leave of Absence for Jury Duty and Court Appearance

1. Leave of Absence for Court Appearance

The Board shall approve paid leaves of absence to unit members to appear as a witness in court during their work year other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

## 2. Leave of Absence for Jury duty

It is the mutual intent of the District and the SMMCTA that Jury Service be encouraged but also limited as far as practical to the period of time when the continuity of instruction would not be adversely affected.

If the court refuses to grant a postponement, paid leave shall be granted to unit members for jury service during their work year and the unit member shall notify site administrator/supervisor and submit a copy of the jury summons, indicating the date(s) and location of service, to the Human Resources Department.

### I. Leave of Absence When Elected to the Legislature

Any unit member is entitled to a leave of absence when elected to the Legislature. Such absence shall be without pay. Within six (6) months after the expiration of the term of office to which elected, the unit member shall return to the position held at the time of election. The salary to which he/she is entitled when returning shall be the same as it would have been had he/she not been absent for this purpose.

### J. Leave of Absence for Child Rearing Purposes

#### 1. Unpaid Leave

Any unit member who is a natural or adopting parent or legal guardian shall be provided an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect until the end of the semester in which the child was born or accepted and, upon request, will be continued until the end of the school year plus one additional school year following the birth or acceptance of the child. Unit members while on child rearing leave shall have available to them the same rights and privileges as all other unit members on optional leave of absence.

#### 2. Differential Pay for Maternity and Paternity Leave

- a. In accordance with Education Code 44977.5, after January 1, 2016, the District will provide twelve (12) weeks of maternity and/or paternity leave at the differential rate of pay, reduced by accumulated sick leave used first.
- b. If both parents are bargaining unit members, and qualify for leave under this section, then each employee has the right to differential pay for twelve (12) weeks, reduced by accumulated sick leave used first.
- c. If a school year terminates before the twelve (12) week period is exhausted, the employee may take the balance of the twelve (12) week period in the subsequent school year.
- d. For purposes of this section, "maternity or paternity leave" means leave for the reason of the birth of the child of the employee, or the placement of a child with an employee, in connection with the adoption or foster care of the child by the employee.

## K. Military Leave

### 1. General Provisions

A unit member employed in a probationary or permanent position who enters the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to and granted a military leave of absence.

### 2. Length of Leave

- a. Temporary Leave: Members of the reserve corps of the armed forces of the United States, National Guard, or of the Naval Militia, shall be entitled to a temporary military leave of absence not to exceed one hundred (180) calendar days while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity.
- b. Indefinite Leave: A military leave shall be granted for the period of ordered service plus six (6) months after the unit member honorably leaves military service or is released to inactive duty.

### 3. Compensation

A unit member employed by the District for one (1) calendar year or more shall receive his/her full usual pay for the first thirty (30) days of such military service.

### 4. Status of Unit Member

In the case of a probationary unit member, the period of such absence shall not be counted as part of the service required for permanent status.

### 5. Effect on Benefits

- a. Time spent on military leave counts toward salary step advancement within the limits of the Salary Schedule procedures of this Agreement.
- b. Sick Leave and Vacation
  - 1) Temporary Leave - Sick leave and vacation benefits (if any) accrue to unit members on temporary leave if such unit member was in the service of the District for a period of not less than one year immediately prior to the date upon which his/her temporary military leave began.
  - 2) Indefinite Leave - A unit member shall not be entitled to accrue sick leave or vacation benefits during this leave.

### 6. Request Procedure

A written request for military leave, with a copy of the orders attached, shall be submitted to the Human Resources Office as soon as the orders are received.

## 7. Return to District Service

The leave shall terminate, and right to return to District service shall not apply, if the unit member voluntarily requests an extension of his/her original term of enlistment, service, or tour of duty.

## L. Sabbaticals

1. After being employed for seven (7) consecutive, complete school years, a unit member is eligible to apply for a sabbatical leave of absence not to exceed a school year, or two separate semesters in separate six (6)-month periods.
2. Applicants for sabbatical leave must submit their request no later than April 1 of the school year preceding the school year in which the leave is requested. Unit members will be notified of the decision by May 1. Subsequent to the Superintendent's recommendation, the Board of Education may grant leave depending on the benefit of the proposed leave to the educational process.
3. Unit members on sabbatical leave will receive fifty percent (50%) of their regular salary and medical and dental benefits equivalent to other full-time employees. The unit member returning from sabbatical leave shall receive the same consideration for assignments as if he/she were not on leave. The replacement for a member on sabbatical leave shall be on temporary assignment.
4. The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to: an indemnification bond for failure to successfully complete the sabbatical program or to render the necessary post-leave service; a stipulation to a post-leave service of not less than two (2) full years for a full year of leave and one (1) full year for a one-half (1/2) year leave; the description of the sabbatical program; and appropriate reporting procedures as may be designated by the Superintendent.
5. When fiscal conditions permit, the District shall grant three (3) sabbatical leaves yearly that have met the approval of the Board of Education but may grant more.

## M. Personal Leaves

1. Upon submission to and with the recommendation of the Superintendent for approval of the Board of Education, personal leave without compensation or increment may be granted to permanent unit members for one (1) semester or one (1) school year and normally shall start at the beginning of a school year or at the beginning of a semester. Shorter term personal leaves may be authorized at the discretion of the Superintendent. Personal leaves are for the following purposes:
  - a. Care of a member of the immediate household who is ill;
  - b. Long-term illness;
  - c. Professional study or research in an accredited four-year college or university;

- d. Performance of duties as the president or chief executive officer of the Association or as an officer of any state or national educational organization under the conditions specified within the Education Code, Section 44987;
  - e. Opportunities of a professional nature; and
  - f. Such other reasons as may be requested by the employee and approved by the Board of Education.
- 2. For probationary unit members, leave without compensation or increment, upon recommendation of the Superintendent and approval of the Board of Education, may be granted for the following purposes:
    - a. Care of a member of the immediate household who is ill; and,
    - b. Long-term illness.
  - 3. When the Superintendent does not recommend approval of a personal leave, the unit member may promptly appeal to the Board of Education at a regular Board Meeting.
  - 4. The application for and granting of such unpaid leaves of absence shall be in writing and will include a statement of intent to return. The unit member granted a leave under this section shall notify the Human Resources Office by March 1 of the school year, reaffirming his/her intent to return to employment in the District. The District shall prior to February 1 provide notice, by U.S. mail, regarding the March 1 deadline. Failure of the unit member to notify shall be deemed to mean that the unit member has declined employment for the ensuing school year. If returning at the beginning of the second semester of a school year, the unit member shall notify the Human Resources Office by the preceding December 1 and, in such case, the District shall prior to November 1 provide notice, by U.S. Mail, to the unit member regarding the December 1 deadline.
  - 5. Short-term personal leaves of up to thirty (30) days which arise from circumstances that are unavoidable and unpredictable may be granted by the Superintendent.
  - 6. Unit members on personal leaves of absence may continue to participate in health and welfare benefits by the personal payment of premiums to the District for this coverage.
  - 7. Unit members shall be allowed to accept gainful employment during normal school hours while on a personal, unpaid leave of absence. Such employment shall be reported to the District.
  - 8. Application for additional leave will be considered upon request.

## ARTICLE X

### **TRANSFER AND REASSIGNMENT PROCEDURES**

*Effective July 1, 2012*

#### A. Definition of Transfer

A transfer is a change of school site to a position with the same job title.

#### B. Transfer Approval (Unit Member-Initiated)

All transfers must be approved by the Superintendent and the Board of Education.

#### C. Voluntary Transfers

When a unit member desires a transfer, the following procedure will be followed:

1. The person requesting a transfer shall complete a Transfer Request Form and transmit the form to the Human Resources Office. The request will be valid for one (1) year from the date received. Forms will be in quadruplicate and will be date-stamped when received in the Human Resources Office. Distribution will be as follows:
  - a. One (1) copy to the school or schools where the person wishes to be transferred;
  - b. One (1) copy to the current work site;
  - c. One (1) copy to the person requesting transfer; and,
  - d. One (1) copy to the Human Resources Office.
2. Unit members who complete the appropriate application form shall be notified by U.S. mail or telephone of certificated vacancies during the summer months.
3. When a vacancy occurs in a school requested for transfer, the principal or supervisor shall notify each person requesting a transfer to that school of the time and place for interview.
4. The principal or supervisor shall interview all persons requesting transfer to that school. The principal shall then make a selection for transfer or deny any or all requests.
5. When a transfer request is denied by the principal or supervisor, those persons receiving a denial shall be notified in writing of the specific reasons for denial within ten (10) working days.
6. Once an official notification has been given by the District to transfer a unit member, the transfer shall be implemented in a timely manner.

7. Unit members shall not be eligible for transfer if they have had an unsatisfactory rating on the last official evaluation.

D. Involuntary Transfers (District-Initiated)

1. The District may involuntarily transfer a unit member for the following reasons:
  - a. to balance a school staff according to sex and ethnicity as required by law or judicial decision;
  - b. to change the number of unit members in a school because of reduced or increased enrollment, reduced programs or alteration of programs, or program elimination;
  - c. to reassign unit members when new schools are formed, boundary adjustments are made, or when schools are closed; and,
  - d. to satisfy the educational needs of the individual school or district, as when specialized skills are needed at another site.
2. When transfers are made for any of the above reasons, the following criteria shall be in effect:
  - a. The unit member (or if on leave, his/her replacement) with the least District-wide seniority shall be transferred, except as follows:
    - 1) in cases where unit members have the same seniority hire date within the District, the unit member who has not been transferred involuntarily, previously, will be selected for the involuntary transfer;
    - 2) in cases where unit members have the same seniority hire date within the District, and have both previously been involuntarily transferred, the unit member with the longest period of time since their last involuntary transfer will be selected to be transferred involuntarily;
    - 3) in cases where the transfer is required to satisfy specialized skill requirements of a program at the receiving school site, the least senior unit member qualified to fill the need shall be transferred;
    - 4) in cases where the transfer would substantially disrupt an existing program, the next least senior unit member with the requisite skill requirements of the receiving school shall be transferred;
    - 5) if a clear decision is not evident after applying the above criteria the final decision shall be made by the Superintendent or his/her designee.
  - b. No unit member may be involuntarily transferred who has received an unsatisfactory rating on the last official evaluation, except in cases of school closure.

- c. Unit members transferred after the school year begins because of enrollment reasons shall be allowed to return to their previous assignments for the following school year if vacancies exist.
- d. An involuntary transfer shall not be made more than once in a three-year period unless the transfer(s) is necessary due to reasons enumerated in D.1.b. or D.1.c. above.
- e. Unit members in the affected school, program or group may volunteer for transfer to the school(s) where vacancies exist and those persons must be transferred before involuntary transfers are initiated.
- f. The unit member shall be allowed reasonable preparation time to make the necessary change, but not to exceed five (5) working days.
- g. When a unit member is involuntarily transferred under this section, the District shall provide assistance to move the unit member's personal teaching equipment and materials to the new classroom (or, if not appropriate, to a suitable on-site location).
- h. In the case of closure of a school, those unit members shall select from known vacancies for which they are qualified. The selections shall be made in order of seniority and shall be made by the second Friday of June for vacancies known on that date. Unit members who are involved in the selection process shall make themselves available for the selection or shall designate in writing someone to select on their behalf.
- i. If, in the case of either a voluntary or involuntary transfer, a unit member's new position is abolished within fifteen (15) days after assuming the new position, the unit member shall again be involuntarily transferred.

E. Definition of Reassignment

- 1. An involuntary reassignment of a unit member is an involuntary movement from one classroom to another classroom at the same site or an involuntary movement of a unit member from one grade, department, program, or Core to another grade, department, program, or Core at the same site.
- 2. A voluntary reassignment is the voluntary movement of a unit member from one classroom to another at the same site or the voluntary movement of a unit member from one grade, department, program, or Core to another grade, department, program or Core at the same site.

F. Involuntary Reassignment

- 1. For unit members who are notified within three (3) working days prior to the first school day that their room assignment is being permanently and involuntarily changed from that previously assigned, the unit member shall be provided one (1) working day of preparation time for moving materials. The room assignment change must be for the full day in order to be eligible for this preparation time.

2. Secondary unit members who are notified within three (3) working days prior to the first school day that their teaching assignment will be involuntarily changed for a majority of their teaching day from their previously-assigned department to a new department shall be provided up to two (2) full working days of preparation time at such time and in such amount as mutually agreed by the unit member and the immediate supervisor.
3. Elementary unit members who are notified within three (3) working days prior to the first school day that their teaching assignment will be involuntarily changed to a new grade level shall be provided preparation time at such time and in such amount as mutually agreed by the unit member and the immediate supervisor in accord with the following schedule:
  - a. for one (1) full grade level change, up to one (1) day of preparation.
  - b. for two (2) or more full grade level changes, up to two (2) days of preparation.
4. The District shall provide packing boxes, custodial assistance and either a one-day substitute or one day's compensation at the contract hourly rate for any unit member who must involuntarily change a room assignment due to District reconstruction at the unit member's site. The principal will be responsible to work with the site staff to develop a moving plan. The principal or designee shall confer with the Project Manager in order to coordinate with the District plan. The room assignment must be for the full day in order to be eligible for this assistance and compensation.
5. Unit members who temporarily and involuntarily change their room assignment during the school year shall be provided one (1) working day of preparation time in the form of either a one-day substitute or one day's compensation at the unit member's daily rate for moving materials each time a reassignment is made. The room assignment must be for the full day in order to be eligible for this preparation time.

G. Procedures for Grade-Level and/or Subject-Area Assignment

1. In the spring of each year the principal shall convene an open staff and department (where appropriate) meeting to discuss programmatic requirements, review district enrollment projections, and examine staffing to discuss the staffing changes that may be necessary in the subsequent school year. This meeting will take place no later than May 1st of each year.
2. Within five (5) days of the open staff and department (where appropriate) meeting, teachers shall be given the opportunity to express their assignment preference(s) in writing to the principal and FAC.
3. By the end of the first week of June, the principal will assign teachers their tentative teaching assignments for the next school year, with the clear understanding that changes may be necessary.
4. If it becomes necessary to change an elementary teacher's grade-level assignment or to change a secondary teacher to a subject-area assignment outside of his/her

current department, the teacher will be notified within the first fifteen (15) school days of the school year, or fifteen (15) school days following knowledge of the need for reassignment. This reassignment shall be based upon compelling reasons such as, but not limited to: changes in enrollment at a specific grade level, specific subject area needs, programmatic requirements, credential limitations, graduation or UC/CSU requirements.

5. Teachers will not be assigned to teach outside their credential authorizations without their signing the required waiver.
6. If teachers have a concern about their assignment, they are entitled to a meeting with the principal to discuss their concerns.
7. When determining who will be involuntarily reassigned, the following (non-ordered) criteria will be invoked:
  - a. Appropriate credential authorization, certificate, or specialized training.
  - b. Consideration of available volunteer(s).
  - c. Preference(s) of the employees.
  - d. The immunities listed in subsection #10 below.
  - e. Seniority--least seniority would be selected over those with greater seniority.
  - f. The equitable assignment of combination classes established at each site by the principal in consultation with the FAC.
8. If a clear assignment decision is not evident after applying the above criteria, the final staffing assignment decision shall be made by the principal.
9. If it becomes necessary, based on compelling reasons (e.g., Class Size Reduction), to fill new vacancies, documented efforts shall be made by phone or certified U.S. mail (return receipt requested) to contact existing teaching staff at the site to determine their interest when new vacancies occur during summer break.
10. Every effort shall be made to avoid involuntary grade-level and/or subject-area changes under the following circumstances:
  - a. Probationary teachers in the second year of their probation.
  - b. Certificated staff reassigned to the classroom (avoid changes for two (2) years in similar situations).
  - c. Tenured teachers returning from an extended leave of absence to a new school (avoid change for two (2) years).

#### H. Retraining for Changes in Assignment

The District and the SMMCTA recognize the benefit of planning changes in assignments as far in advance as possible. In the case of a change in assignment, a teacher may request the development of an individual retraining plan with the immediate supervisor of the new assignment or the Assistant Superintendent, Human Resources. Whenever possible, the plan shall be initiated prior to the change in assignment. The plan shall include one or more of the following components:

1. release time for classroom visitations;
2. attendance at job-related conferences;
3. assistance provided by department heads and/or principals;
4. opportunities to become practice teachers and/or observers in summer school classes. Summer school participation by the teachers with changes in assignment may be utilized for salary advancement credit according to calculations based on hours of participation in relationship to university credit; and,
5. other effective means of retraining.

I. Salary Advancement Credit

Salary advancement credit shall be provided for courses taken by unit members with changes in assignment in preparation for their new assignments. Refresher courses duplicating previously-taken courses by the affected unit member would be considered as a factor for salary advancement credit. (Also see Article XXII - Salary, C.5.)

J. Combination Class Assignments

A fair system for the equitable assignment of combination classes shall be established at each site by the principal in consultation with the FAC.

## ARTICLE XI

### **EVALUATION PROCEDURES**

*Revised effective July 1, 2012*

#### A. Evaluation Procedures

1. Unit members shall be evaluated by the District on a regular basis. Probationary and temporary contract unit members will be evaluated at least once each year and permanent unit members evaluated once in each two (2) years or if the unit member elects to enter the professional growth cycle, three (3) times in each five (5) year period. Unit members who receive a "needs-to-improve" evaluation in classroom performance will not be allowed to enter the professional growth cycle until they have reached a "satisfactory" evaluation when they are again evaluated two (2) years later. Unit members who receive an "unsatisfactory" evaluation shall be evaluated the following year; a unit member who then receives a "satisfactory" evaluation shall not be evaluated again, and shall begin a new two-year evaluation cycle.

#### 2. Change of Assignment

If a tenured unit member has been voluntarily or involuntarily transferred and/or reassigned to a grade level or a subject with which the unit member has not had experience within the previous four (4) years, the unit member has either the option of being evaluated in that year if it is in the regular two-year cycle evaluation or the subsequent year. At the elementary level, movement of two or more grade levels shall permit the unit member to exercise this option. At the middle school or high school levels, unit members who are transferred or assigned to a course or courses in which the content is substantially different from courses taught within the previous four (4) years, may exercise the option not to be evaluated in that course or courses.

3. Evaluation of permanent unit members shall be conducted by the immediate site supervisor, unless the site supervisor delegates the responsibility for the evaluation to other management personnel. Probationary unit members will be evaluated by the principal or, at Santa Monica High School, the house principal, rather than a designee during the entire probationary period. A tenured unit member receiving a "needs-to-improve" or "unsatisfactory" on a first observation by an administrator other than the principal, must then be observed and evaluated by the principal. No tenured unit member will be placed in an intervention program by any administrator other than the site supervisor. In case of personnel who are assigned to more than one (1) site, the immediate site supervisor at whose site the first assignment of the week is performed shall either do the evaluation, or delegate the responsibility to other management personnel. If management personnel other than the immediate site supervisor are going to perform the evaluation, the tenured unit member shall be notified on, or prior to, October 1 where they are on the evaluation cycle and who will be their evaluator.
4. There are two different evaluation systems that will be used for teacher evaluation: the "Baseline Competencies" process and the "California Standards for the Teaching

Profession (CSTP) Standards-Based” process. All unit members hired beginning in the 2001-2002 school year will be evaluated using the CSTP Standards-Based Evaluation Process. Unit members hired beginning in the 2001-02 school year who have a specific evaluation in the Baseline Competencies process (Librarians, Nurses, Child Development Specialists, Permanent Teachers, Counselors, Student Support Advisors, Speech Pathologists) will continue to use the Baseline Competencies process until the CSTP Standards-Based Evaluation Instruments are developed for their particular specialization. All other unit members will use the Baseline Competencies Process, unless they volunteer to use the CSTP Standards-Based Evaluation Process. In the 2010-11 school year, all unit members will be evaluated using the CSTP Standards-Based Evaluation Process, and the Baseline Competencies Process will be eliminated.

5. All unit members will submit goals and objectives only in years when they are being evaluated.
6. Evaluations and assessment of competence shall not include the use of publishers' norms established by standardized tests. Also, evaluations and assessments shall not be based upon the opinions of an instructional aide regarding the unit member's competency. Unit members shall be evaluated and held accountable only for those aspects of the educational program for which they have authority.
7. The evaluation process shall be completed in accordance with the following dates:

a. Baseline Competencies System

October 15: A Working Form (Appendix C, page C-4) that includes mutually-agreed-upon content and performance objectives is to be completed by the evaluatee and submitted to the evaluator. Objectives shall include, but are not limited to, the District standards of expected students' achievement for the applicable grade level and areas of study.

October 15 - December 10: An observation(s) is to be completed between October 15 and December 10, and a Teacher Lesson Observation Report (Appendix C, pages C-5 through 7) is to be submitted to the evaluatee within five (5) school days after each observation. A conference is to be held concurrently with the above report. In cases where further observations are planned, the evaluatee shall be notified. No formal observations will take place for tenured unit members who are currently in years two through five of the tenured teacher professional growth cycle.

November 1 - November 15: A Professional Growth Plan (Appendix C, page C-18) Conference will be held with each unit member in the third year of the permanent teacher evaluation cycle.

December 10 - March 10: For Probationary 2 and Permanent unit members, an observation(s) (See Appendix C for proper form) is to be completed between December 10 and March 10, and a Teacher Lesson Observation Report is to be submitted to the evaluatee within five (5) school days of each observation. A conference shall be held concurrently with the above report. This observation may be waived by the evaluator for permanent personnel if the first observation is

satisfactory in all areas. No formal observations will take place for permanent unit members who are currently in years two (2) through five (5) of the professional growth cycle. If additional observations are planned after March 10, the evaluatee shall be notified prior to further observations

December 10 - April 25: For Temporary and Probationary 1 unit members, an observation(s) (See Appendix C, page C-5) is to be completed between December 10 and April 25, and a Teacher Lesson Observation Report is to be submitted to the evaluatee within five (5) school days of each observation. A conference shall be held concurrently with the above report.

March 15: A Teacher Evaluation Report (See Appendix C, page C-9) is to be filled out in triplicate (one to the evaluatee, evaluator, and Office of Human Resources) and discussed at a conference on or before March 15 for Probationary 2 unit members. The evaluatee may choose to respond to the Teacher Evaluation Report within five (5) school days. If the evaluatee chooses to respond, the written response shall be attached to the Teacher Evaluation Report.

April 30: A Teacher Evaluation Report (See Appendix C, page C-9) is to be filled out in triplicate (one to the evaluatee, evaluator, and Office of Human Resources) and discussed at a conference on or before April 30 for Probationary 1 and Temporary unit members.

May 10: A Teacher Evaluation Report (See Appendix C, page C-9) for permanent teachers is to be filled out in triplicate (one to the evaluatee, evaluator, and Office of Human Resources), and discussed at a conference on or before May 10 for permanent unit members. The evaluatee may choose to respond to the Teacher Evaluation Report within five (5) school days. If the evaluatee chooses to respond, the written response shall be attached to the Teacher Evaluation Report.

#### b. CSTP Standards-Based Evaluation System

October 1: The administrator shall hold a training session with Temporary and Probationary I and II unit members (classroom teachers only) to review the observation and evaluation timeline and provide each unit member a CSTP Standards-Based evaluation handbook.

October 15: A Teacher Annual Goals form (Appendix C, page C-66) shall be completed by the unit member and submitted to the administrator no later than October 15.

October 15 – December 10: The administrator shall hold a pre-observation conference in person or via phone or email with the unit member prior to the formal observation. A formal observation shall be completed between October 15 and December 10. The administrator shall hold a post- observation conference within five (5) school days after the formal observation. At least one day prior to the post-observation conference the administrator shall provide the appropriately marked Descriptions of Practice form to the unit member. Temporary I and Probationary I unit members shall be evaluated on California Standards for the Teaching Profession (CSTP) 1 and 2 in the first formal observation. Temporary II and

Probationary II unit members shall be evaluated on CSTP 3 and 4 in the first formal observation. The unit member may choose to bring artifacts as evidence of the observed CSTP to the conference. (See table below for specific dates and CSTP for all formal observations.)

December 10 – March 10: The administrator shall hold a pre-observation conference in person or via phone or email with the unit member prior to the formal observation. A formal observation shall be completed between December 10 and March 10. The administrator shall hold a post-observation conference within five (5) school days after the formal observation. At least one day prior to the post-observation conference the administrator shall provide the appropriately marked Descriptions of Practice form to the unit member. Temporary I and Probationary I unit members shall be evaluated on CSTP 1 and 3 during the second formal observation. Temporary II and Probationary II unit members shall be evaluated on CSTP 4 and 5 in the second formal observation. The unit member may choose to bring artifacts as evidence of the observed CSTP to the conference. (See table below for specific dates and CSTP for all formal observations.)

March 15/April 30: The administrator shall discuss the Teacher Evaluation Report (Appendix C, page C-71) with the unit member no later than March 15 for Probationary II unit members and no later than April 30 for Temporary and Probationary I unit members. The Teacher Evaluation Report shall be completed with copies to the administrator, unit member, and the Office of Human Resources no later than March 15 for Probationary II unit members and April 30 for Temporary and Probationary I unit members. The unit member may choose to respond to the Teacher Evaluation Report within five (5) school days. If the unit member chooses to respond, the written response shall be attached to the Teacher Evaluation Report.

	<u>Probationary I and Temporary 1</u>		<u>Probationary II and Temporary II</u>	
	<u>CSTP</u>	<u>Dates</u>	<u>CSTP</u>	<u>Dates</u>
<u>First Observation</u>	<u>CSTP 1 and 2</u>	<u>October 15- December 10</u>	<u>CSTP 3 and 4</u>	<u>October 15- December 10</u>
<u>Second Observation</u>	<u>CSTP 1 and 3</u>	<u>December 10-April 25</u>	<u>CSTP 4 and 5</u>	<u>December 10-March 10</u>
<u>Evaluation Conference</u>	<u>CSTP 1-3 and 6</u>	<u>April 30</u>	<u>CSTP 1-6</u>	<u>March 15</u>

The Teacher Observation Form and the Teacher Evaluation Form are located in Appendix C.

8. Pre-Intervention Cycle - If a problem is directly related to a teacher's classroom performance and is serious enough to require immediate intervention, the principal is obligated to implement the following:
  - a. Informal conferencing with the teacher; the principal must notify the teacher (in writing) that the first step (informal conferencing) of the Pre-Intervention Cycle has been initiated.

- b. If the problem has not been remedied following informal conferencing and after a minimum of two (2) school months, the principal may continue the Pre-Intervention Cycle by following the steps below:
    - 1) The principal identifies the problem related to the teacher's classroom performance. Documentation of specific areas needing improvement and resources available to assist are given to the teacher in writing. (The principal and the teacher must sign and date the documentation).
    - 2) A Remediation Plan must be developed by the teacher, with help from the principal, if requested by the teacher.
    - 3) The principal and the teacher will schedule formal observations (one of which will be unscheduled).
  - c. The principal must document the steps taken to remediate the problem for a minimum of one calendar year following the initial conference.
  - d. After one calendar year, if the problem has not been resolved, the formal intervention process may be initiated.
9. Intervention Cycle Timelines - When a principal finds the teacher's classroom performance to be unsatisfactory during Year 1 of the Formal Evaluation Cycle, the Intervention Cycle may be implemented:

Prior to October 15: the principal conducts a "Problem Notification Conference" prior to October 15 of Year 2.

November 15: the principal makes at least two (2) formal observations (one will be unscheduled) prior to November 15. A Principal-Teacher Conference will take place within five (5) school days following the last formal observation.

- a. If the teacher's performance is rated satisfactory, the teacher exits the Intervention Cycle and continues on the Formal Evaluation Cycle, receiving a new evaluation by May 10.
- b. If the teacher's performance continues to be unsatisfactory, the teacher must prepare an action plan incorporating the recommended improvements.

January (first week): An Action Plan is to be submitted to the principal by the first school day of the new calendar year.

March 1: Following the implementation of the plan, the principal will make at least two (2) formal observations (one will be unscheduled) prior to March 1. A Principal-Teacher Conference will be held within five (5) school days following the last formal observation.

- a. If the teacher's performance is rated satisfactory, the teacher exits the Intervention Cycle and continues on the Formal Evaluation Cycle receiving a new evaluation by May 10.
- b. If the teacher's performance continues to be unsatisfactory, the principal will present a Remediation Plan with specific recommendations and assistance available to the teacher.

May 1: Following the implementation of the Remediation Plan, the Principal will make at least two (2) formal observations (one will be unscheduled) prior to May 1. A Principal-Teacher Conference will follow within five (5) school days of the last formal observation.

- a. If the teacher's performance is rated satisfactory, the teacher exits the Intervention Cycle and receives a satisfactory evaluation moving into Year 2 of the Formal Evaluation Cycle starting in September.
- b. If the teacher's performance continues to be unsatisfactory, the principal informs the teacher that recommendations will be made for dismissal. (See Appendix C, page C-15)

10. Responsibilities of the Evaluator:

- a. Read and be familiar with job descriptions, Board policies, curriculum guides and other bulletins that relate to the evaluation process.
- b. Hold, within the first thirty (30) calendar days after the start of school, one or more meetings:
  - 1) to review evaluation policies and procedures;
  - 2) to review schedule of conferences to be held regarding the Working Form and Teacher Annual Goals Form; and,
  - 3) to review the evaluation calendar for the year.
- c. Review the completed Working Form (Appendix C, page C-4) and Teacher Annual Goals Form (Appendix C, page C-66) and evaluate the stated standards of expected progress and the techniques of assessment as they relate to the District's and school's objectives and activities.
- d. Explain to the evaluatee all changes in evaluation techniques or procedures which the evaluator intends to utilize, and also all changes in the standards, expectations or instructional techniques which the evaluator expects of the employee.

- e. Observe the Evaluatee:
  - 1) evaluation observations are determined by the evaluator and/or the evaluatee, and each observation must be at least twenty (20) minutes long;
  - 2) there shall be at least two (2) formal observations of non-permanent unit members annually, and at least two (2) formal observations of permanent unit members on the two-year Formal Evaluation cycle, but the evaluator may discontinue observations of permanent unit members after one observation, if the observation is satisfactory in all categories.
- f. Write Teacher Lesson Observation Reports and Description of Practice Forms (See Appendix C for proper form) in duplicate and give signed copy to evaluatee within five (5) days of the date of each observation.
- g. Evaluate permanent unit members as either "satisfactory," "needs-to-improve," or "unsatisfactory," and evaluate non-permanent unit members as either "satisfactory", "making progress", "needs to improve", or "unsatisfactory". In the case of "unsatisfactory" or "needs-to-improve" ratings, indicate in writing to the unit member an improvement plan including the following elements:
  - 1) areas where improvement is needed;
  - 2) specific suggestions for improvement;
  - 3) additional resources which may be utilized by the unit member to assist with improvement;
  - 4) the evaluator's role, if any, in assisting the unit member to improve; and,
  - 5) the time schedule to be used by the evaluator in future observations. The time schedule may extend to a subsequent school year.
- h. In the event that the administrator fails to adhere to the dates listed in A.7. above, the evaluation of the unit member shall be deemed to be satisfactory and the unit member shall be maintained on his or her normal step in the evaluation cycle.

B. Nondiscrimination

The District recognizes that any evaluation of unit members is a very serious matter and is based on the employer expecting accountability from the unit member. The Board of Education expects high standards of performance from its public schools, and a method of achieving quality education is to establish an efficient and equitable personnel evaluation system. Both parties recognize that the evaluation procedure is a cooperative process and appreciate the concerns of unit members in the area of discrimination, which includes innuendo, opinions and gossip. The employer recognizes that unit members are being evaluated in the performance of their professional educational responsibilities. Therefore, the parties shall not illegally discriminate in the evaluation process against any

unit member because of race, color, religion, age, gender, sexual orientation, marital status, non-school-related activities which have no bearing upon the unit member's effectiveness as an employee, physical handicap, place of residence, ethnic origin, lawful political affiliation, or because of membership or non-membership and/or participation in employee organization(s).

C. Personnel Files

1. Both parties recognize that unit member personnel files are confidential. Papers and records used in the initial employment process are considered confidential and not available for unit member inspection. Such papers will include, but are not limited to, confidential placement files and interview rating sheets.
2. Personnel files are a necessary administrative part of any evaluation procedure and are a record of unit member performance. Derogatory material placed in a unit member's file shall be given to the unit member and an opportunity afforded for the unit member to review, initial and date the material and to prepare a written response to the complaint or commendation, which will be attached as part of the official record. Any unit member may personally, or upon written authorization, allow a representative of the Association to examine and/or obtain copies of the materials in his/her personnel file. The District will maintain a log attached to each file indicating persons who have examined the file with dates and times. Personnel files are limited to review by those persons whom the employer has identified as having "the need to know." Persons having "the need to know" are defined as the Superintendent, Assistant Superintendent, Human Resources, designated members of the District's Human Resources staff, the unit member's site administrator/principal and the unit member. A unit member may designate an agent to examine his/her file upon submitting such a request to the Assistant Superintendent, Human Resources/Chief of Staff.

D. Public Charges

No negative or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents or members of the public unless the following procedures have been followed:

1. Any written complaints from a student, parent or citizen regarding a unit member shall be reported and a copy given to the unit member by the administrator receiving the complaint within five (5) working days of receipt.
2. The unit member may request, or the administrator shall attempt to convene, a meeting among the unit member, the complaining party and the administrator in order to attempt to resolve the problem.
3. The unit member shall be provided a reasonable opportunity to prepare a written response or rebuttal to the critical material. The unit member shall be given time during the professional day, without reduction in pay. The above restrictions are not intended to preclude use by the evaluator of information or knowledge obtained independently of the above-mentioned sources.

4. Verbal complaints may not be used against a unit member in the evaluation or discipline process.
5. The unit member shall have the right of Association representation at any meeting regarding the complaint to the extent provided by law.
6. Complaints which are withdrawn, determined by the site administrator to be false, or otherwise proven to be false shall be destroyed except as required by law.

E. Principal/Assistant Principal Performance Review

Unit members shall have the opportunity to complete a yearly performance review of their site administrator(s).

1. Performance Review forms will be distributed to the certificated staff in unmarked envelopes no later than the first Friday in April.
2. Performance Review forms for each site administrator will be returned to the FAC no later than the first Friday in May.
3. The FAC will communicate the results of the performance review to site administrators, and the Superintendent/or designee no later than the first Friday in June.
4. The FAC will maintain confidentiality.

## **ARTICLE XII**

### **DISCIPLINE**

#### **A. General**

1. Employees shall be subject to discipline for just cause, as provided below. Generally, discipline shall be consistent with the principles of "progressive discipline." Only a unit member's site administrator may initiate discipline in situations which arise at site. Only a District-level administrator may initiate discipline in situations arising at other locations.
2. Normally, the District is to proceed with discipline within ten (10) school days after having obtained actual or constructive knowledge of the facts giving rise to the discipline unless extenuating circumstances necessitate additional reasonable time, and in no event shall discipline be based upon charges or evidence relating to matters which occurred more than four (4) years prior to the initiation of the discipline. As to relatively minor offenses such as tardiness and absenteeism, if there has been no repetition of the same kind of offense for a period of two (2) years following a disciplinary action, then the prior incidents shall not be referred to for any purpose in subsequent disciplinary proceedings involving the same employee.
3. Problems relating to the performance of adjunct duties (see Article VI - Assigned Days and Hours of Work, Section B.4.) are to be dealt with under this Article rather than Article XI - Evaluation Procedures.
4. Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, Sections 44932 through 44948.5 and subsequent amendments and supplements thereto, nor shall discipline under this Article or any other terms of this Article be regarded as a precondition to, or limitation upon, such Code proceedings.

#### **B. Representation**

At all stages of the disciplinary process prior to arbitration a unit member shall have the right, at his/her request, to representation by the Association or to represent himself/herself, or to be represented by any other person of his/her choice so long as that other person is not a representative of another employee organization. If the District is notified by a unit member that he/she has elected to be represented by himself/herself or by someone other than the Association, the District shall promptly notify the Association of that fact. Only the Association has the right to initiate arbitration and to represent the employee in arbitration proceedings. The District shall provide the Association a copy of all written reprimands provided to employees. If the employee chooses not to be represented by the Association or chooses not to go to arbitration, then it is agreed that any subsequent resolution or settlement shall not be considered as precedent and shall not be referred to in any future cases involving other employees.

#### **C. Reprimands and Warnings**

1. The appropriate administrator may issue oral reprimands and warnings and may also issue written reprimands and/or warnings. A written reprimand and/or warning shall provide the following information:
  - a. a statement of the cause(s) for the reprimand and/or warning;
  - b. a statement advising the employee of his/her right of rebuttal and the right to appeal to the Superintendent within five (5) school days, as provided below; and,
  - c. a statement advising the employee as to whether the District intends to place the reprimand and/or warning in the employee's personnel file.
2. A written reprimand and/or warning shall be served upon the employee either personally or by registered or certified mail, return receipt requested, to the last home address provided by the employee to the Human Resources Office.
3. The employee may attach a statement of rebuttal which shall be permanently attached to the reprimand and/or warning. In addition, the employee may appeal the reprimand and/or warning by providing a copy of the reprimand and/or warning and rebuttal to the Superintendent (or designee) within five (5) school days from the date of receipt of the reprimand and/or warning. The Superintendent (or designee) shall respond in writing to the appeal within ten (10) school days from the date of receipt of the appeal, and this response shall be attached to the reprimand. The Superintendent shall have the right to affirm, affirm with modification, or withdraw the reprimand and/or warning. The Superintendent's decision shall be final and binding.
4. While discipline short of suspension is not subject to arbitral review, (see Paragraph 3 above), it is agreed that such discipline is subject to grievance and arbitral remedy if it has been imposed in bad faith with no plausible basis in fact, and as the result of discriminatory and fundamentally unfair administrative action. The burden of proof in such cases shall lie with the grievant. Such grievances shall be processed under Article V, except that the arbitral review standards just described shall apply rather than the second paragraph of Section D.2. of Article V.

#### D. Suspensions

The Board of Education, acting on the recommendation of the Superintendent, may for just cause suspend a unit member without pay for a period not to exceed fifteen (15) school days, subject to the following procedures:

1. The District shall give written notice to the employee and Association of the District Administration's intent to seek suspension of the employee. The notice shall include the cause(s) on which the suspension shall take place, a statement that the employee has the right to appear and to be represented at a pre-suspension discussion, and a proposed date, time and place for such a pre-suspension discussion. The pre-suspension discussion shall be informal. The employee and his/her representative shall be given a copy of the proposed suspension. If necessary to avoid an immediate risk of harm to persons or property, the

Superintendent (or designee) shall schedule an informal discussion with the employee, and provide the employee with written notice thereof, as soon as possible after the suspension has begun.

2. The employee shall have five (5) school days in which to respond to the notice of suspension. If the employee does not respond, the District will schedule the suspension and provide notice thereof to the employee. The employee's response to the notice of suspension, if any, shall confirm the proposed date and time for the pre-suspension discussion, or waive for such discussion. The pre-suspension discussion unless waived, shall take place within eight (8) days from the date of the notice unless the parties agree otherwise.
3. If the Superintendent determines that a suspension is appropriate, he shall so recommend to the Board of Education at the next regular meeting (in Closed Session). The Superintendent shall, within three (3) school days from the Board meeting, inform the employee of the final Board decision.
4. The District shall schedule the suspension. Suspensions must be scheduled in one (1) block of time.
5. Special Grievance/Arbitration Procedures for Suspension Cases: Article V does not apply; instead, the following procedures shall be followed:

A grievance and demand for arbitration, claiming that suspension was imposed without just cause, must be filed with the District in writing on the first (1st) day of the suspension or within ten (10) school days thereafter. As soon as possible after the District receives written notification of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is otherwise reached, an arbitrator shall be selected from a list provided by the American Arbitration Association or State Conciliatory Services.

The Arbitrator shall have the power to determine whether the employee committed the conduct for which the suspension was imposed, whether there was just cause for the particular suspension imposed, and if not, what the appropriate remedy should be. All fees and expenses of the arbitrator shall be borne equally by the parties.

## ARTICLE XIII

### **PUBLIC COMPLAINTS**

*Revised effective, July 1, 2008*

The following Public Complaint Process shall be followed in all Public Complaints filed against SMMCTA unit members, with the exception of complaints involving allegations of child abuse or sexual harassment. Any complaint, which has been filed with the District or site administrator(s) involving allegations of child abuse or sexual harassment, shall be subject to the District Policies related to sexual harassment and/or the prevention/reporting of child abuse.

- A. No negative and/or unsatisfactory evaluation, discipline, dismissal, or other adverse action shall be predicated upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, District employees, public agency, and/or the public unless the following procedures have been followed:
  - 1. Any public complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) working days of receipt. The complainant shall be encouraged to resolve concerns through verbal communication with the unit member or the unit member's immediate supervisor. Every effort shall be made by the supervisor to refer the complainant to the unit member first. However, nothing in this section is intended to preclude the administrator from addressing complaints without notifying the unit member provided that such complaints are not later referenced by the administrator or used adversely against the unit member.
  - 2. The unit member may request, or the administrator shall attempt to convene, a meeting among the unit member, the complaining party, and the administrator in order to attempt to resolve the problem. At the request of the unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
  - 3. If the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may submit the complaint in writing. The original copy shall be given to the unit member with a copy to the unit member's immediate supervisor. The unit member shall be given time during the duty day, without salary deduction, to review the complaint and prepare responsive comments. If no written complaint is received, the matter shall be dropped.
  - 4. Complaints which are withdrawn or shown to be false, shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.

5. Complaints that are found to be substantive may result in some follow up action by the immediate supervisor, even if resolved. All information or proceedings regarding any complaint shall be kept confidential.

## ARTICLE XIV

### **STUDENT BEHAVIOR AND DISCIPLINE**

*Revised effective July 1, 2015*

#### A. Philosophy

The Santa Monica-Malibu Unified School District recognizes the importance of clearly defined policies and procedures concerning student behavior and discipline in a quality education program. School disciplinary measures should guide students into acceptable forms of behavior, develop and strengthen their ability to become self-disciplined, and aid in providing a suitable environment for instruction.

It is the intention of the District and SMMCTA that unit members and administrators work in a mutually supportive manner to establish and maintain appropriate student behavior and discipline. Whenever possible and appropriate, alternative means of corrections should be used in lieu of exclusionary discipline practices. The alternative means of correction must be age-appropriate and designed to address and correct the student's specific misbehavior.

The Board of Education and the SMMCTA agree that student behavioral standards are essential to the maintenance of safe schools and an instructional environment conducive to learning. To this end the parties agree that for behavior and discipline policies to be effective, enforcement must be consistent and shall include:

- a. Clear, specific, and consistent consequences for infractions.
- b. Consistent enforcement by all personnel at school sites including administrators, unit members, classified employees, and security guards.
- c. Procedures for unit members to identify and discipline students with whom they are not familiar.
- d. Articulation between elementary, middle, and high school discipline policies and expected behaviors.

#### B. Behavior and Discipline Procedures

1. A written description of the rights and duties of all unit members with respect to student behavior and discipline shall be presented to each unit member in writing by the principal at the beginning of each school year.
2. Unit members shall have the authority and responsibility to maintain standards of student behavior which are consistent with established Board policy standards, district procedures, and agreed upon school rules. The authority and responsibilities of a unit member extend to all students on school grounds or at school activities.

3. Unit members shall have the authority and responsibility to develop and implement reasonable classroom discipline procedures and intervention techniques, consistent with the school discipline plan, to promote effective learning and appropriate student conduct.
4. Unit members shall have the authority and responsibility to implement the set of consequences for tardiness in his/her classroom as set forth in the school's discipline and tardy policy.
5. No reasonable request for administrative assistance by a unit member shall be denied.

C. Student Suspension

1. Classroom suspensions

A unit member may suspend any student from his/her class or class period for any act listed in section C.4 below, and in compliance with sections C.5, C.6 and C.7. The student may be suspended for the day of the suspension and the day following, and the student shall not be returned to the class during this time without approval of the unit member.

In a timely manner following the suspension the unit member shall contact the parent or guardian of the suspended student to attend a parent-teacher conference regarding the suspension and shall report the suspension using the official "Student Suspension from Class" form.

2. The district shall adopt a policy authorizing the unit member to require the parent or guardian of a student suspended by the unit member to attend a portion of the school day in the classroom from which the student was suspended. Parents are to be notified of the policy prior to its implementation by the principal. This provision, which is in addition to the parent-teacher conference provision set forth in C.1 above, applies only to suspensions related to a student's defiance of authority, disruption of school activities, use of profanity or for obscene acts as set forth in section 48900.1 of the Education Code.

3. School Suspensions

A unit member may also recommend a student for consideration for suspension from school. Due process rights for students must be adhered to in determining if suspension is warranted. These suspensions may last for no more than five (5) consecutive school days and shall be imposed only when previous interventions have been attempted and other means of correction have failed to bring about a needed change of behavior. Per Education Code Section 48900 (v), a site administrator may use his or her discretion to provide alternatives to suspension or expulsion that are age-appropriate and designed to address and correct the student's specific misbehaviors. Whenever possible, the referring unit member is to be present at the informal conference which precedes the suspension from school. The student may be required to make up work missed during suspension.

4. A student may be suspended from school for Grounds for Suspension as listed in Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7 and 48915 (reasons for expulsion). These Sections are described in Appendix I Student Behavior and Discipline.
5. A student may be suspended for a first-time offense(s) of Education Code Section 48900 (a) through (e) and Education Code Sections 48900.2, 48900.3, 48900.4, 48900.7 and 48915.
6. A student may not be suspended for a first-time offense(s) of Education Code Section 48900 (f) through (r) unless the student's presence causes a danger to persons.
7. A student in kindergarten through Grade 3 who disrupts school activities or commits an act of willful defiance may not be suspended.

D. Administration Support Service

1. Unit members shall maintain a written record of the student's conduct whenever behavior is such that administrative assistance may be needed.
2. When a unit member has determined that a meeting with a parent is necessary and the parent fails or refuses to meet with the unit member, the school principal or immediate supervisor shall make every effort to schedule a parent-teacher-principal conference within a reasonable time following the request by the unit member.
3. If a school principal or supervisor receives a written complaint from a parent or student regarding a unit member's application of discipline and the principal/supervisor determines that a meeting between the parent/student and the unit member is warranted, the principal/supervisor, as a matter of professional courtesy, shall discuss the complaint with the unit member before scheduling the meeting with the parent/student (see Article XIII - Public Complaints for procedures).

E. Providing Discipline Information to Unit Members

1. The District shall inform the unit member of each student who has engaged in, or is reasonably suspected to have engaged in, any of the offenses described in Education Code Sections 48900, 48900.2, 48900.3, 48900.4, 48900.7 or 48915. The District shall provide the information to the unit member based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a student.
2. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.
3. The information shall be from the previous three (3) school years.

F. Attacks and Threats Against Unit Members

1. Whenever a unit member is attacked, assaulted, or menaced by a student the unit member will immediately report the incident to the principal or site administrator who shall, along with the unit member, promptly report the matter to the police and to the District.

G. Classroom Interruptions

1. The District shall adopt a policy to control classroom disruption.

H. School Safety Plans

1. In order to prevent campus crime and violence and to promote safe educational conditions, the school shall develop a "School Safety Plan." This will include the following:
  - a. An assessment of the current status of crime committed on school campuses and school-related functions.
  - b. An action plan, in conjunction with law enforcement authorities, for implementing appropriate safety strategies and programs.

## ARTICLE XV

### **SAFETY AND WORKING CONDITIONS**

*Revised effective July 1, 2012*

#### A. Safety

1. The District recognizes that in providing its educational programs, it assumes the responsibility for the safety of unit members while they are on and in the facilities provided in furtherance of these programs. Rooms and grounds used by unit members shall be maintained in a safe and clean condition by the District. Where unsafe conditions are identified, the District shall repair them to restore safety within a reasonable time. Classroom heating systems will be checked, pilots lit, and systems set up prior to the onset of cold weather. Adequate heaters will be provided for those classrooms where the heating system is not functional.
2. A safety and health program conforming to current California Occupational Safety and Health standards shall be maintained.
3. The District shall provide, publish and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of unit members, and provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools.
4. The District shall be responsible for the promulgation of safety rules for all unit members concerned and appoint a District management person to oversee the conditions of the District facilities. A unit member will always serve on the District Safety Committee.
5. The District agrees that it shall maintain a Comprehensive Liability Insurance Policy. Such policy shall provide for coverage for each occurrence against personal liability for damage resulting in death of a person, injury to a person or damage or loss of property which occurs while the unit member is acting within the scope of his/her employment.
6. As used in this Article, "within the scope of" shall include any District sponsored activities (such as a field trip), or any time a unit member's professional duty require them to be on campus and the principal or his/her designee has been pre-informed of the unit members intention of being on campus.
7. The District and the Association will encourage all unit members in the bargaining unit to observe safe working practices and in no case shall the Association be held financially liable for safety problems.

#### B. District Notice to Unit Members

1. Once a year the District shall distribute to every unit member a copy of the current laws pertaining to the protection of employees from violent acts.

2. The District shall develop procedures to inform affected unit members of students who have been suspended and/or expelled for causing serious bodily injury to another student or staff member or for the possession of a weapon.
3. Any information received by a unit member pursuant to this section shall be reviewed in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

C. Attacks and Threats Against Unit Members

1. Whenever a unit member is attacked, assaulted, or menaced the unit member will immediately report the incident to the principal or site administrator. The principal and unit member shall promptly report the matter to the appropriate law enforcement agency and to the District.
2. When a student has been expelled or suspended for attacking, assaulting, or menacing a unit member, and is not removed from the school or program, the District will place the student in a class other than that of the affected unit member if the unit member so requests (except where precluded by law).

D. Emergency Disaster Provisions

1. No unit member will be required to return to a school site closed as a result of an emergency/disaster unless/until the site has been inspected by a public agency qualified to determine the safety of the buildings and grounds.
2. Unit members who are asked to stay on site when the majority of unit members are allowed to leave, will accrue one-half (1/2) day of sick leave for every three (3) hours of extra duty. No more than one (1) sick day may be accrued for each twenty-four (24) hour period which starts at the end of the regular school day.
3. The Report of Absence form (see Appendix 7) gives unit members an opportunity to request consideration for reinstatement of necessity days taken in case of a declared State of Emergency or National Disaster.

E. Working Conditions

1. Clerical assistance shall be provided unit members by the school clerical staff when reasonable clerical time is available, particularly with regard to ordering supplies and curriculum material.
2. The District will make a conscientious effort to provide unit members with adequate, lockable storage space within the unit member's classroom for instructional materials and personal effects. The District shall provide each unit member adequate room and storage space to meet the curricular needs of their regular daily program. When the District needs to make a temporary change of room or space assignment, the District shall give the affected unit member or members ten (10) working days' notice.

3. Rooms and space will be provided for instructional purposes, and rooms cleaned according to a checklist of custodial duties. Teachers will be provided with a copy of the checklist prior to the opening day of school. Teachers and students will leave the room in an order ready to be cleaned according to the checklist.
4. Unit members will be provided teacher's editions, student textbooks, unabridged dictionary, tests and materials prior to the implementation of new courses or curricula offerings. In addition, the District will make every effort to provide other materials to support curricula offerings.
5. The District will provide for unit members paper, pencils, pens, and such other materials as are required in a unit member's daily performance of work.
6. At least one (1) room will be provided at each school for use as a faculty lounge.
7. In each school the District will provide a clean lavatory, place to lie down and furnished place to eat for the exclusive use of unit members and other adults.
8. Hot and cold running water will be provided at each site in either a faculty lounge or lunchroom. Water shall be readily available to personnel providing health care to special education students. Any unit member required to provide assistance such as lifting, toileting, or those related to personal hygiene must receive appropriate training so as not to compromise member's health or safety. This training shall be completed prior to performance of such tasks.
9. Telephones will be made available in all classrooms. Use of the phones will be limited to local calls. When working phones are unavailable, unit members may request a cell phone, radio or walkie-talkie from the site administrator. Unit members on school and/or district sponsored field trips may request above mentioned communication device(s) from their site administrator.
10. Any District equipment, including that purchased with grant or gift money, that is lost, stolen, or vandalized shall be reported immediately to the principal who will file the appropriate claim form(s) with the District insurance department for timely processing.
11. Aides, assigned to special education unit members, who are transferred to a new assignment will be expected to remain in their prior assignment until a substitute/replacement aide has been hired and assigned.
12. Guidelines for sharing space between Child Development Services Program and the K-5 Education Program is listed in Appendix 6. This program will be evaluated at the end of the school year with a recommendation to continue, modify, or terminate.

F. Return to Work Policy

1. The Transitional Return-to-Work program is designed to allow employees to return to work either in their usual and customary position with minor modifications; or, in an alternative "transitional" position until they can return

to their regular position. The alternative “transitional” position is defined as work that is within the duties performed by certificated bargaining unit members that is at a level they are physically capable of performing (in accordance with medical restrictions outlined by the treating physician).

2. The Return-to-Work policy complies with all Federal and State laws, District Policies, and Association Agreements and MOUs. This policy applies to all unit members who suffer a work-related injury or illness while working in the course and scope of their employment.
3. “Light Duty,” “Modified Duty,” “Transitional Duty” and “Restricted Duty,” for the purposes of the District’s Return-to-Work policy shall have the same meaning – a temporary assignment/job that is consistent with the approved treating doctor’s restrictions/work status report.

“Restrictions” shall mean an employee’s abilities as stipulated by the approved treating physician. Restrictions can come in many forms, including, but not limited to hand-written notes by the doctor or typed notes on a formal “work status report.”

4. In the event that a unit member suffers a work-related injury or illness while performing tasks within his/her course and scope of employment, the District will make every reasonable effort to offer a Modified Work Assignment in accordance with the approved treating physician’s restrictions listed on the “work status report” or similar document.

The Supervisor and/or the Risk Management Office shall determine if a Modified Work Assignment can be offered to meet the employee’s restrictions. In the event that a modified work assignment can be offered to the employee, the Supervisor and/or Risk Management Office shall complete a “Return to Work Agreement.”

Modified work assignments shall be subject to any and all District policies.

5. In the event that the treating physician issues restrictions indicating the employee cannot return to work or should be off work until a future date, the employee shall establish contact with their supervisor as soon as possible by phone call or in person. It is the responsibility of the employee to provide his/her supervisor with the “work status report” at the time of contact and to provide a hard copy of the report within a reasonable amount of time after contact with their supervisor.

In the event that a modified work assignment cannot be offered, the employee will be placed on the appropriate leave of absence as offered by the District and/or the terms of the collective bargaining agreement.

6. In the event that an injured or ill unit member is asked or expected to perform tasks which have been deemed outside of the restrictions and or Return-to-Work Agreement, it is the responsibility of the unit member to notify his/her supervisor.

It is the responsibility of the injured or ill unit member’s supervisor to ensure that the injured or ill unit member is complying with his/her restrictions while performing tasks as outlined in the Return-to-Work Agreement.

If the employee and the supervisor cannot agree on which tasks fall outside of the restrictions, the supervisor shall not require the employee to perform those tasks until the treating physician clarifies the restrictions. The employee will return to their physician as soon as possible to obtain restrictions that are more specific.

## **ARTICLE XVI**

### **REPLACEMENT OR REPAIR OF EMPLOYEE'S PERSONAL PROPERTY**

#### **A. Replacement of Personal Property**

1. Subject to the conditions and procedures provided below, the District will pay the cost of replacing or repairing personal property of an employee such as vehicles, eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee when such items are damaged in the course of employment without fault of the employee or if such property is stolen from the employee by robbery or theft while the employee is in the course of employment.
2. The District will reimburse an employee for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to section B.3.
3. If the items are damaged beyond repair, or stolen, the actual value of such items will be paid. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation. The employee must attach receipts for the purchase or repair of the damaged or stolen property.
4. The Fiscal Services Office shall conduct such investigation as may be necessary and render a decision regarding reimbursement. In the event of a disagreement regarding reimbursement authorization, the case will be forwarded to the Assistant Superintendent, Human Resources to resolve the issue. Unresolved issues will be submitted to the Superintendent. The District reserves the right to require the employee to submit additional evidence verifying the theft, damage, and/or value of the property.

#### **B. Basis for Payment**

1. No payment shall be made for any loss having a value of less than ten dollars (\$10) at the time of damage or theft nor shall any payment be made for repairs of less than ten dollars (\$10). The maximum payment for any one (1) loss shall not exceed three hundred fifty dollars (\$350).
2. A written request for reimbursement for damage to property shall be filed by the employee with Division of Fiscal Services. A "Request for Reimbursement" form shall be completed by the employee and submitted by the Site Administrator, Supervisor or Department Head to the Assistant Superintendent-Fiscal Services, on forms provided by the District, within ten (10) days of the date of loss and shall be signed by the employee's immediate supervisor, principal, or department head. The Division of Fiscal Services shall conduct such investigation as may be necessary.
3. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices is provided only when written approval for the use of the personal property in the schools or offices was given

before the property was brought to the school or office, when the value of the property was agreed upon by the person bringing in the property and the administrator. All personal property shall be listed on forms provided by the District. Principals are encouraged to make every effort to release employees in order to reconstruct teacher-made materials without causing additional cost to the District and without disrupting the educational program of children.

4. Reimbursement for vehicle damage shall be limited to payment for damages resulting from malicious acts of others or student-caused damage while a vehicle is being used on authorized school business or while parked or driven on District property; adjacent to school or other District premises; or on the site of authorized school District activities.
  - a. Prior to reimbursement, the employee is required to submit to the Insurance office:
    - 1) An estimate of the repair costs,
    - 2) A police report, and
    - 3) A copy of their auto insurance policy indicating deductible amounts.
  - b. The maximum amount of reimbursement for each reported loss is \$500.00 or the amount of the insurance deductible - whichever is less.
  - c. Disbursement of funds to employees will be made as follows:
    - 1) Employee must comply with the provisions listed under 4.a.
    - 2) Disbursement of funds will not be authorized when the yearly funds budgeted for this program (\$10,000) are depleted.
5. Collision, or theft of any optional equipment attached to any vehicle such as a radio or tape deck and contents of a vehicle, are specifically excluded from this coverage.
6. Where the claim involves a vehicle, or theft of property, a report shall be made to the police and a copy of the police report shall be provided. If damage is to a vehicle, two (2) estimates of repair cost shall be provided.
7. The employee must assign to the District right of subrogation to the extent of any payment made by the District. The employee shall also file a claim with his/her personal insurance carrier with a copy of said insurance claim provided for the District.
8. After all of the above is taken care of by the employee, payment will be approved and made by the Assistant Superintendent - Fiscal & Business Services, and submitted to the District for ratification within thirty (30) days.
9. If deemed appropriate by the Assistant Superintendent-Fiscal & Business Services, the employee may also be required to submit a claim form so that the District's

Insurance carrier can determine the District's liability. This claim will appear on a Board of Education Agenda as an Action Item.

- C. This article is not subject to the grievance procedure. The procedures for processing claims are subject to the grievance procedure.

## ARTICLE XVII

### **CONSULTATION PROCEDURES**

*Revised effective July 1, 2012*

#### A. Definition of Consultation

"Consultation" means that, prior to adopting or changing policy with regard to new and existing programs, elementary textbooks and unit member job descriptions, the District will seek the expert advice of the Association.

#### B. The District shall consult with the Association on the following matters:

1. The definition of educational objectives, the determination of content of courses and curriculum and the selection of textbooks, to the extent such matters are within the discretion of the District under the law.
2. New and existing educational programs.
3. The following District policies:
  - a. Physical examination requirements
  - b. Policies with respect to utilization of practice teachers.
  - c. Supervision of aides
  - d. Procedures for recommendation of sabbatical leave candidates.
  - e. Cafeteria fringe benefits carriers other than health and dental plans, as specified in Article XXV - Health & Welfare, A.

#### C. Restructuring

##### 1. Restructuring/Educational Reform Plans

The restructuring reform process shall involve proposals that impact the teaching/learning process of the school as determined by the FAC.

##### 2. Restructuring Process

- a. There shall be an initial presentation to the school staff as a whole at a regularly scheduled faculty meeting and/or during staff development days.
- b. Following the initial presentation, the staff may engage in any of the following activities or others:
  - 1) divide into issue-oriented groups which will study and report back to the staff as a whole;

- 2) schedule inservice sessions for certificated staff with presentations from the District and Association;
    - 3) self-educate through reading and discussion along with observation of classes and visitations of programs at other schools.
  - c. When a proposal is thoroughly developed and discussed by all unit members as a whole at a site, the site unit members will declare whether or not they are affected by the proposal. FAC shall conduct a secret ballot vote for affected members to be held within a five (5) working-day period to determine whether or not the proposal will be approved for implementation. The proposal shall be implemented if a minimum of sixty-six percent (66%) of those voting indicate that they concur with the proposal.
3. Recognizing that restructuring/educational reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment:
- a. The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.
  - b. Any unresolved disputes shall be referred to the District Council on Educational Reform. This District Council on Educational Reform shall consist of four (4) members appointed by the Superintendent and four (4) members appointed by the SMMCTA President. In the event that a majority of the Council is unable to decide an issue, the Council will select a mutually acceptable mediator to render a final decision.
  - c. All agreements to modify, amend or otherwise change contract provisions will be by mutual written agreement of the parties. Each party will determine its own procedures for ratifying any written agreements which modify existing contract provisions.

D. Methods of Consultation

1. District-Level Consultation

a. Subject Area Committee

1) Purpose

The District shall form a representative K-12 subject area committee to serve as a coordinating body for each specific area.

2) Suggested guidelines for the committee are:

- a) One (1) certificated representative elected from each elementary, middle school, Malibu High School and the

Continuation High School. (In a textbook adoption year, elementary members must represent each of grades K-5.)

- b) Two (2) elected certificated representatives from Santa Monica High School.
  - c) One (1) certificated representative elected from Special Education and Bilingual/ESL respectively.
  - d) One (1) elementary administrator.
  - e) One (1) secondary administrator, counselor, or central office personnel.
  - f) The committee may invite additional unit members or administrators to participate in the consultation as expert assistants.
  - g) The committee shall select one member to be a liaison to the Association.
  - h) The committee shall select a chairperson.
  - i) Minutes will be kept by the committee with copies to be furnished to the Superintendent, the Association, and each school site.
  - j) The Association reserves the right to appoint a voting member to any of these committees.
- 3) The District and the Association may recommend new District-wide programs. The introduction, development and pilot testing of new programs and textbooks will involve unit members who will be implementing the programs upon adoption.
  - 4) The committee will study the objectives, content, and evaluation procedures for the program, operational feasibility and the District's financial support of the proposed programs.
  - 5) The committee's task is to recommend changes or adoption of new programs and textbooks with suggestions as to pilot schools, departments and monetary costs.
  - 6) In order to insure unit member involvement and commitment to suggested new programs/textbooks, committee members will solicit feedback from all affected unit members at least twice before any program is implemented and provide a written response to that feedback.

- 7) If the committee recommends a proposed program or textbook to the Superintendent, unit members who participated in the committee consultation will recommend who pilots the program.
- 8) Written recommendations for adoption of a program shall be forwarded to the Superintendent for action with a copy to the Association.

b. Ad Hoc Committees

In the case of Superintendent-or-his/her-designee-initiated ad hoc committees, unit members shall be nominated and elected by the teachers:

- 1) at the site;
- 2) by the department; or
- 3) by the curriculum area involved.

Temporary or first and second year probationary teachers, new to the profession, shall be nominated in consultation with the site FAC.

- c. The Association may, at any time, request from any of the above committees, and receive, an accounting of progress regarding planning for new or existing programs.
- d. The consultation procedures above shall be applicable to existing programs that are mandated by the State for District implementation.

2. School-Level Consultation

- a. Prior to adopting new programs or significantly changing existing programs or job descriptions, the principal will seek the advice of the FAC.

3. Association Consultation

- a. The matters enumerated in D.1.a.3. above are consultative issues to be discussed with the Association, and are separate from the employee consultative procedures for new and existing programs addressed in D.1.b.1. and D.1.b.2. above.

1) Procedures

- a) Each party agrees to notify the other of its intent to consult on matters described in paragraph B.3. above at least seven (7) working days prior to consideration of those matters.
- b) The District will provide the Association with an agenda and a synopsis of the issues to be discussed. If the Association

requests consultation, a representative of the Association will confer with a representative of the District and decide on an agenda.

- c) Upon conclusion of the consultation on matters enumerated in B.3. above, the District agrees to provide the Association with its recommendation to the Board of Education five (5) days prior to consideration by the Board of Education.

- E. Failure of the District to follow these consultation procedures is grievable. However, the substance or content of the District's eventual decision on consultation subjects is not grievable.

## ARTICLE XVIII

### **PEER ASSISTANCE AND REVIEW**

*Revised effective July 1, 2006*

#### A. The Peer Assistance and Review Panel

1. The PAR Panel shall consist of five (5) members. The Association shall choose three (3) Panel members and two (2) Panel members shall be chosen by the District. The Association and District shall determine the length of service for their representatives to the Panel.
2. The PAR Panel shall establish its own meeting schedule and internal operational rules and procedures, including the method for selecting a chairperson. Said rules and procedures shall be consistent with provisions of this Agreement. PAR Panel meetings shall take place during the regular teacher workday unless otherwise agreed to by the Panel.
3. The PAR Panel shall be responsible for implementing, monitoring and evaluating the PAR program to ensure compliance with these provisions, appropriate state laws and regulations and shall be responsible for the following:
  - a. Providing training to the PAR Panel members.
  - b. Developing the PAR budget for adoption by the Governing Board.
  - c. Observing applicants for consulting teacher positions and selecting the consulting teachers.
  - d. Providing training for consulting teachers prior to their participation in the program.
  - e. Sending written notification of participation in PAR programs to the participating teachers, the consulting teacher and the site principal.
  - f. Making available the list of consulting teachers for selection by the participating teacher.
  - g. Establishing a procedure for application for the position of consulting teacher.
  - h. Determining the number of consulting teachers, based upon participation in the PAR program and the PAR budget.
  - i. Reviewing the reports prepared by the consulting teacher.
  - j. Recommending staff development programs to the Educational Services Department.

- k. Reviewing the final assistance plan summary prepared by the consulting teacher and reporting to the Board as required by law.
  - l. Establishing stipends for each teacher PAR Panel member, excluding the chairperson, for PAR Panel related services performed outside the regular teacher work day, not to exceed \$2,000 per year.
- 4. The PAR Panel shall make every effort to reach consensus. However, if consensus is not reached, final decisions of the PAR Panel shall be made by majority vote. A majority of PAR panel members shall constitute a quorum with at least one (1) representative from the Association and one (1) representative from the District present.
- 5. All referred participating teacher reports issued under the PAR program shall be considered personnel records subject to the personnel record exemption of the California Public Records Act to the extent permitted by law.
- 6. The PAR Panel shall annually evaluate the impact of the program with recommendations for improvement. The evaluation shall be submitted to the Association and the Board of Education. The evaluation shall reflect the views of all the panel members.

B. Consulting Teachers

- l. The qualifications for a consulting teacher shall be established by the panel and shall include at minimum the following:
    - a. A credentialed classroom teacher with permanent status or a retired District teacher.
    - b. At least six (6) years of recent classroom teaching experience.
    - c. Demonstrated exemplary teaching ability, effective communication skills, subject matter knowledge, mastery of a range of teaching strategies necessary to meet the needs of pupils, and knowledge of student assessment techniques.
- 2. Consulting teachers shall be paid a stipend of \$2,000 per referred participating teacher assigned, not to exceed a caseload of two (2) referred participating teachers. Consulting teachers shall be released from regular duties without loss of compensation, when necessary, to carry out their consulting teacher responsibilities as required by the PAR Panel. Consulting teachers shall not be considered management as defined under the Educational Employment Relations Act.
- 3. The minimum term for a consulting teacher shall be one school year with a maximum of three (3) consecutive school years. A consulting teacher may reapply at the end of his/her term.

4. The consulting teacher shall meet with the referred participating teacher and referring administrator to discuss the PAR program, to establish mutually agreed upon goals, to develop an assistance plan and identify District-funded needed books, materials and other support resources to be provided to the participating teacher.
5. Consulting teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing, or by other activities, which, in their professional judgment, will assist the participating teacher.
6. The consulting teacher shall conduct multiple observations of the participating teacher during classroom instruction accompanied by both pre-observation and post-observation conferences.
7. The consulting teacher shall prepare reports of his/her consulting work with the participating teacher who was referred to the PAR Panel as a result of an unsatisfactory evaluation at least once per semester. No report shall be submitted on teachers participating voluntarily in PAR programs unless requested by the participating teacher.
8. The consulting teacher's reports pursuant to paragraph 7 above shall be provided to the participating teacher at least ten (10) days prior to submission to the PAR Panel. The PAR Panel shall review the reports. A final summative report by the consulting teacher shall be submitted by April 1. If the Panel determines that after reviewing the final report additional support is necessary to assist the participating teacher, an amended report shall be required of the consulting teacher once the additional support has been provided.
9. The report of the consulting teacher shall be placed in the referred participating teacher's personnel file and shall be reviewed by the participating teacher's evaluator and considered in the preparation of the participating teacher's final evaluation. The consulting teacher shall not be required by the District or Association to testify at any disciplinary or termination proceeding that the District may initiate against any participating teacher. Nothing herein is intended to interfere with the right of a party, other than the District or the Association, to subpoena a consulting teacher to appear or testify in a disciplinary or termination proceeding as permitted by law.

C. Permanent Teachers: Referred and Voluntary Participants

1. A permanent teacher who receives an unsatisfactory on the final Tenured Teacher Evaluation form in either "Instructional Effectiveness" or "Classroom Management", completed under Article XI, Evaluation Procedures, shall be referred to the PAR Panel.
2. A referred participating teacher shall be entitled to:
  - a. Receive the assistance plan developed by the consulting teacher
  - b. Participation in appropriate staff development activities.

- c. Receive copies of all documents, reports and correspondence relating to the referred participating teacher generated by the PAR Panel and to affix comments thereto.
  - d. Present mitigating circumstances that may interfere with the achievement of performance goals. The participating teacher shall present such circumstances to the principal, consulting teacher and PAR Panel.
  - e. Select a consulting teacher from a list provided by the PAR Panel, subject to paragraph four below.
- 3. A permanent teacher may voluntarily participate in the PAR program. Voluntary participation in the PAR program shall include peer assistance, support, training and staff development. Unless requested by the voluntary participating teacher, no performance report shall be made of the teacher, and the voluntary participant may terminate his/her participation at any time. The consulting teacher shall maintain a log of meetings and activities engaged in with the voluntary participating teacher.
  - 4. The teacher participating in the PAR program may select his/her own consulting teacher from a list provided by the panel. A different consulting teacher may be requested at any time during the process and may be requested by the participating teacher or the consulting teacher. The PAR Panel retains the final authority to determine which consulting teacher is assigned or when a change in consulting teacher is made.
  - 5. A cooperative working relationship between the principal, the participating teacher and the consulting teacher shall be expected and strongly encouraged.
  - 6. At any time during the process the participating teacher and/or the consulting teacher may request the involvement of the PAR Panel chairperson. Both the participating teacher and the consulting teacher, as unit members, retain the right to Association representation as set forth under the law.

#### D. General Provisions

- 1. The PAR Panel may provide peer assistance, support, training and staff development for probationary and temporary teachers not covered under the Bergeson Beginning Teacher Support and Assessment Program (BTSA).
- 2. The PAR Panel shall allocate its financial resources to provide peer assistance, support, training and staff development as authorized by law.
- 3. The District shall defend, at District cost, and hold harmless individual PAR Panel members and consulting teachers from any lawsuit or claim arising out of the performance of their duties under the PAR program as required by the California Government Code.

4. Nothing contained in this article is intended to detract or diminish the role of the administration to conduct evaluations of unit members and provide remediation pursuant to Article XI, Evaluation Procedures.
5. The provisions of this program may be revised by mutual consent of the District and the Association during the first year of implementation.
6. Nothing herein this article is intended to limit the rights of unit members, the Association or the District that exist under the law.
7. The provisions of the PAR program shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the PAR procedures contained herein shall be submitted directly to the PAR Panel for review and final determination.
8. The PAR program shall be contingent upon the continuation of State funding.

## **ARTICLE XIX**

### **SATURDAY WORK/STUDY PROGRAM**

*Revised effective July 1, 2012*

- A. A supervising staff member is employed for four (4) hours on Saturday to supervise the students. The hours are from 8 a.m. to 12 noon.
- B. The District will circulate information about the program and accept applications from teachers who volunteer to become members of the Saturday Program staff. First priority for supervisory assignments is to be given to the site's existing staff.
- C. A rotating roster of the teachers submitting applications will be established.
- D. The District will maintain a ratio of twelve (12) students to one (1) certificated teacher. Upon reaching twelve (12) students, the District will hire an additional certificated teacher.
- E. Certificated teachers will receive the established hourly rate.
- F. The District will provide normal liability protection for the teachers as covered during a regular school day.
- G. If, at any time during the work period, a student becomes a discipline problem, the parent shall be contacted to pick up the student.

## ARTICLE XX

### **CHILD DEVELOPMENT TEACHERS**

*Revised effective July 1, 2012*

#### A. Assigned Days and Hours of Work

1. The number of working days in the work year shall be 183 days for the following teacher assignments:
  - a. School-Age (K-3)
  - b. State Preschool/Head Start
  - c. Teen Center (grade 6-8)
  - d. CALSAFE Infant and Toddler Program ("Teen Parenting Program")
2. The number of working days for all Child Development Center teachers shall be 183 days including four (4) District-wide pupil-free days of each school year. Any additional days worked will be paid at the unit member's daily rate and will be considered an extra assignment.
3. Child Development teachers assigned an eight (8) hour day will be allowed a one-half hour preparation period on site and a one-half hour relief period within the eight-hour work day. Unit members assigned to varying hours less than eight (8) hours will be allowed proportionate amount of preparation time and relief time based on hours.
4. Meetings including faculty meetings, which are required of unit members after the regular CDS school day shall be limited to one per month not to exceed ninety (90) minutes.
  - a. State Preschool/Head Start teachers shall have four (4) half-day pupil free professional development sessions as funding allows throughout the year.
5. When teachers are required to remain on site beyond their assigned time due to parents' failure to pick up their children at the close of school, the extra time involved is to be recorded and when accumulated to a total of four hours shall be compensated by released time to be scheduled at times agreed to by the District and the teacher.
6. When no substitute is provided when one would ordinarily be provided for an absent teacher; and that teacher's students must be divided up among other unit members at the site; then all the affected unit members, receiving additional students, will divide the money that would ordinarily have been paid to the substitute.
7. Should it be at any future date that the Centers are opened continuously such as pupil free, and holiday breaks, additional teachers will be hired in order to ensure preparation and break time. If no additional teachers are available; and classes must be divided up among other unit members at the site; then all the affected unit members, receiving additional students, will divide the money that would ordinarily have been paid to the additional teachers.

- a. In summer, due to fluctuating enrollment, all reasonable efforts will be made so that regrouping of children does not adversely affect program.
8. Floater teachers shall receive the rights and privileges accorded to Child Development Teachers.

B. Summer School, Winter and Spring Intersessions

1. Positions for the School Age program will be filled by unit members in order of seniority who held a position in the School age program during the regular school year.
  - a) in the event that classes in the School Age program have to be canceled, teachers will be released in the reverse order of seniority.
2. Positions for the CALSAFE Infant and Toddler program will be filled giving priority to unit members who held a position in the CALSAFE Infant and Toddler program during the regular school year.
3. Positions for the Preschool program will be filled giving priority to unit members who held a position in the Preschool program during the regular school year.
4. Remaining vacancies in all programs will be filled by teachers based on seniority in the CDS program.

C. Salary

1. Teachers serving in any Child Development Center, as either a regular or a floater teacher, will be paid on the Child Development Services salary schedule (Appendix B-2). Unit members serving as Lead Teachers will receive fifteen percent (15%) more for their added responsibilities.
2. Regulations for initial salary step placement and advancement will be the same for all unit members as set forth in Article XXIII - Salary.
3. Substitute teachers serving in any Child Development Services Center will be paid at the hourly rate of Group 1, Step 1, Child Development Services Salary Schedule (Appendix B).

D. Evaluation

1. The evaluation process for all Child Development teachers follows the same time lines as adhered to by the school District. (See CDS Evaluation and Observation forms in Appendix C).

## ARTICLE XXI

### ADULT EDUCATION

*Revised effective July 1, 2002*

#### A. Assignment

Adult Education assignments are based on enrollment and attendance of voluntary students. As attendance increases or decreases, so must, staff assignments. When hiring for Adult Education, consideration will be given to increasing assignments of currently employed unit members in a particular subject area before outside applicants are considered. If requested, until members will be given reasons why their hours were not increased.

#### B. Permanency

1. Twenty (20) hours a week is considered a full-time assignment in Adult Education.
2. When a position becomes available, it will be advertised first to qualified candidates within the District Adult Education program. A qualified candidate is one who holds the appropriate credential for the vacant position and has received satisfactory evaluations.
3. Full-time Adult Education members must teach for two (2) consecutive years to attain permanency. A year must consist of seventy-five percent (75%) of the days that the Adult Education program is in session.

#### C. Leaves

1. Each part-time Adult Education teacher shall receive paid sick leave according to the table below:

Years of Service	Paid Sick Leave
1-3	1
4-6	2
7-9	3
10-12	4
13-15	5
16-18	6
19-21	7
22-24	8
25-27	9

Unused sick leave will be accumulated from year-to-year.

2. Adult Education unit members shall have the same Workers Compensation Leave as provided other unit members in Article IX, Leaves of Absence, D. Leave of Absence for Industrial Illness or Accident.
3. Adult Education unit members shall have the same Bereavement Leave as is provided other unit members as specified in the article concerning Leaves of Absences.

D. Salaries

Adult education unit members will be paid at the hourly rate for teachers listed in the appendix under Miscellaneous Certificated Compensation.

E. Fringe Benefits

The District shall provide each unit member employed for twenty (20) hours or more per week a supplement for fringe benefits equal to the cost of HMO coverage single party premium, whichever coverage is selected plus the cost of Delta Dental or PMI minus \$192. Such supplements shall be for the District purchase of fringe programs only.

F. Working Conditions

A cabinet and/or file with lock and key will be provided for Adult Education unit members in each classroom that they share with regular K-12 unit members. The locked storage space will have sufficient room to enable the storage of at least one set of textbooks for use by the unit member.

G. State Teachers Retirement System Contributions

Adult Education unit members will have the option of being members of the retirement system by having their portion deducted from their monthly paycheck and sent to STRS along with the District contribution of the employer portion.

## ARTICLE XXII

### **SUBSTITUTE TEACHERS**

*Revised effective July 1, 2015*

The Article shall be the exclusive procedure followed for substitute teachers in the areas of Public Complaints, Discipline and Evaluation.

The following process shall be followed in all Public Complaints filed against SMMCTA substitute teachers, with the exception of complaints involving allegations of child abuse or sexual harassment. Any complaint, which has been filed with the District or site administrator(s) involving allegations of child abuse or sexual harassment, shall be subject to the District Policies related to the prevention/reporting of child abuse and/or sexual harassment.

#### A. Definitions and Provisions

##### 1. Level 1 Substitute

- a. A substitute is a Level 1 substitute up to and including his/her 29<sup>th</sup> day of service in the District.
- b. A Level 1 substitute is an “at will” employee serving at the will of the Board of Education, up to and including his/her 29<sup>th</sup> day of service in the District.
- c. A Level 1 substitute shall be paid at the Level 1 pay rate stated on Miscellaneous Certificated Compensation (Appendix B-3).

##### 2. Level 2 Substitute

- a. A substitute is a Level 2 substitute on or after his/her 30<sup>th</sup> day of service in a single school year in the District.
- b. A Level 2 substitute shall have the right to progressive discipline steps described in Section B, below.
- c. A Level 2 substitute shall be paid at the Level 2 pay rate stated on Miscellaneous Certificated Compensation (Appendix B-3).

##### 3. Long-Term Assignment

- a. A substitute serves in a Long-Term Assignment if he/she serves ten (10) or more days of consecutive service in the same assignment.
- b. A substitute in a Long-Term Assignment may be a Level 1 or Level 2 substitute.
- c. A substitute in a Long-Term Assignment shall be paid at the Long-Term Assignment pay rate stated on Miscellaneous Certificated Compensation (Appendix B-3).

#### 4. Long-Term Leave Assignment

- a. A substitute serves in a Long-Term Leave Assignment if he/she serves 30 or more consecutive days of service for a regular unit member who is on a long-term leave of absence of six (6) weeks (thirty (30) work days) or longer.
- b. A substitute in a Long-Term Leave Assignment must be appropriately credentialed and Highly Qualified.
- c. A substitute in a Long-Term Leave Assignment is a Level 2 substitute, excluding the rate of pay.
- d. A substitute in a Long-Term Leave Assignment shall assume the responsibilities of the regular unit member to include, but not limited to, planning, grading, communications, parent conferences, Back-to-School Night, and Open House, unless otherwise arranged.
- e. A substitute in a Long-Term Leave Assignment shall be paid at a rate equal to Group 1, Step 1, on the Certificated Teaching/Counseling Salary Schedule.

#### 5. Temporary Teachers of Indeterminate Duration

- a. A Temporary Teacher of Indeterminate Duration (Temporary Teacher) is a certificated teacher who temporarily replaces a regular unit member for a minimum of 75% of the school year.
- b. A Temporary Teacher must be appropriately credentialed and Highly Qualified.
- c. A Temporary Teacher shall assume the responsibilities of the regular unit member to include, but not limited to, planning, grading, communications, parent conferencing, Back-to-School Night, and Open House.
- d. A Temporary Teacher may be released consistent with the California Education Code or his/her individual employment contract.
- e. Salary Step Placement for Temporary Teachers

- 1) For initial salary placement, unit members new to the District shall be given one step experience credit on the salary schedule for all years of acceptable experience. Experience for step credit will be allowed from all accredited schools provided the experience meets the following criteria and is verified by official documents:
  - a) Must have taught at least seventy-five percent (75%) of the days that school was in session during that school year on a full-time contractual basis; and
  - b) College level experience shall be credited only when at least fifteen (15) hours per week were taught in at least seventy-five percent (75%) of the weeks that school was in session.

2. Unit members shall be advanced one (1) experience step on the salary schedule effective with the start of any school year if during the previous school year they teach a minimum of seventy-five percent (75%) of the days in their agreement.
3. Temporary Teachers shall be entitled to health and welfare benefits pursuant to Article XXV - Health & Welfare Benefits of the collective bargaining agreement.

6. Substitute Teachers - Child Development Services

Substitute teachers serving in any Child Development Services Centers will be paid at the hourly rate of Group 1, Step 1, Child Development Services Salary Schedules.

B. Progressive Discipline

Substitute teachers have the right to representation as defined in Article XII Section B. This section does not apply to Level 1 substitutes.

1. Step One

Progressive discipline steps are initiated once a unit member or administrator has completed a Teacher/Administrator Report Form (T/AR) and submitted it to the principal or designee.

Upon receipt of the T/AR Form, a site administrator will notify the substitute teacher within five (5) days of an incident, or of the site administrator's receipt of the T/AR Form. The site administrator will offer meeting times to discuss the matter with the substitute teacher. If the regular classroom teacher has completed the T/AR Form, the regular classroom teacher will attend the meeting.

The substitute teacher will either receive a copy of the T/AR Form at the meeting, or in the mail if he/she does not attend the meeting.

Failure of the substitute teacher to attend the meeting may result in the details of the report being validated.

Upon validation of the report, the substitute teacher may be excluded by the site administrator from future assignments within the reporting teacher's classroom.

Upon validation of the report, the completed T/AR Form will be submitted to the Human Resources Department.

This entire step will be completed within fifteen (15) days of the incident occurring.

2. Step Two

This step begins at the school site and repeats Step One, above, within fifteen (15) days.

When the Human Resources Department receives two or more validated reports, the Assistant Superintendent, Human Resources or designee, will notify the substitute teacher, and offer meeting times to discuss the matters. The meeting will occur within ten (10) days of receipt of the second validated report.

If, after meeting with the substitute teacher, the Assistant Superintendent, Human Resources or designee upholds the two (2) or more validated reports, then he/she may exclude the substitute teacher from future assignments within a particular school site, or grade level/content area.

Additionally, the Assistant Superintendent, Human Resources or designee may return the substitute to the category of Level 1 Substitute, as defined in this article, and the substitute teacher becomes an “at will” employee for a subsequent thirty (30) days of service.

The substitute teacher has a right to supports and professional development at this level. These supports may include, but are not limited to, administrator observation, peer observation, BTSA/Induction workshops, online professional development, and will be discussed, and agreed to, at the meeting.

### 3. Step Three

This step begins at the school site and repeats Step One, above, within fifteen (15) days.

When the Human Resources Department receives three (3) or more validated reports, the Assistant Superintendent, Human Resources or designee will notify the substitute teacher, and offer meeting times to discuss the matters. The meeting will occur within ten (10) days of receipt of the third validated report.

If, after a meeting with the substitute teacher, the Assistant Superintendent, Human Resources or designee upholds the three (3) (or more) validated reports, then he/she may eliminate the teacher from the District substitute pool.

### 4. Expedited Discipline

When a validated concern has been found to violate existing anti-discrimination policies set by the SMMUSD Board of Education, Progressive Discipline will start at Step Three.

When, after consultation with SMMCTA, a validated concern has been found to be of a serious nature, Progressive Discipline will start at Step Three.

When a validated concern has been found to be of an egregious nature as defined by the California Education Code Section 44932, Progressive Discipline will start at Step Three.

### C. Evaluation

1. Substitute teachers are expected to maintain the same standards, as defined in the California Standards for the Teaching Profession (CSTP), as all other teachers in the District.
2. At the discretion of the principal (or designated site administrator), a substitute unit member may be observed on an initial or subsequent visit to the school site.
3. A formal evaluation shall consist of the following steps and shall not be conducted in accordance with the provisions of Article XI (Evaluation Procedure):
  - a. One or more observations by a site administrator totaling not less than twenty (20) minutes on any given date.
  - b. Completion of the District-approved Substitute Evaluation Form (see Appendix C) by the site administrator. In the event of an "Unsatisfactory" evaluation, an administrator must indicate on the evaluation form whether the evaluation pertains to one classroom, or grade level, or to the entire school.
  - c. A personal meeting between the substitute and the site administrator shall be held to discuss the evaluation. Both the teacher and the administrator must sign the evaluation form. A teacher who does not agree with the evaluation may attach a rebuttal.
4. Classroom teachers who are dissatisfied with a substitute's performance may notify the site administrator by completing a T/AR Form, so that Progressive Discipline and/or formal evaluation procedures may be initiated.
5. Site Administrators may perform unannounced evaluations of a substitute teacher after two (2) complaints within a school year about that particular substitute teacher. For the purpose of this article/section, the complaint procedures found in Article XIII do not apply.
6. Separate and apart from Progressive Discipline, a substitute may not be denied assignments at any other site until the evaluation is completed. An "Unsatisfactory" evaluation at one site does not preclude the substitute from accepting assignments at other sites within the District.
7. Substitutes who serve in Long-Term Leave Assignments of at least one (1) semester shall be evaluated in that semester. Substitutes who serve less than one (1) semester, but longer than six (6) weeks in the same assignment may be evaluated at the discretion of the administration or upon request of the substitute.

### D. Substitute Teacher Salary

1. Substitute teachers shall be paid according to the daily rates indicated on Appendix B - Miscellaneous Certificated Compensation Rates.

2. If an employee who has a preferred right of employment under Education Code 44956, is hired as a substitute for twenty-one (21) days or more within a period of sixty (60) school days, the daily compensation the employee receives for substitute service in that sixty-day (60-day) period, including his/her first twenty (20) days of substitute service shall be equal to the amount the employee would have received on a daily basis if the employee had been rehired. If the employee is hired for less than twenty-one (21) days within a period of sixty (60) school days, the employee shall be paid the regular substitute teacher daily rate.
3. Substitute teachers at the secondary level who are pulled from a preparation period to cover another class shall not be compensated for an additional period.

E. Health Benefits

No health benefits are available for substitute teachers.

F. Deductions

1. Mandatory deductions from gross earnings are those required by law.
2. Optional deductions are those deductions the unit member may elect to have taken from gross earnings. Such deductions are made for items and services that are, from time to time, made available to the unit members by Board action. Optional deductions must be initiated in writing by the unit members. This authorization shall remain in effect continuously until the District receives from such member written notice withdrawing the authorization for the deduction.
3. Should a unit member's deduction exceed his/her earnings for a given month, the District shall delete one or more of the voluntary deductions so as to reduce the aggregate deductions to a total less than or equal to the gross earnings. The unit member shall be notified as to what change(s) has been made, and it shall be his/her responsibility to make the deleted payment(s) on his/her own.
4. The District shall deduct membership dues for SMMCTA/CTA/NEA as authorized by each unit member, and in accordance with Article IV (Association Rights), Section D.8. of this Agreement.

G. Leaves of Absence for Illness

Pursuant to the California Healthy Families Act of 2014, substitute teachers who have served thirty (30) or more days (Level 2) at least once, are eligible for three (3) fully-paid sick days.

These three (3) days will be made available at the beginning of the work year.

Unused sick leave will not accumulate from year to year.

Substitute teachers will be paid at the Level 1 and Level 2 rate of pay.

To receive payment, substitute teachers must have been called for a job and unable to accept due to illness.

This leave may be used in half or full day increments.

## ARTICLE XXIII

### SALARY

*Revised effective July 1, 2015*

#### A. General

Unit members shall be paid according to the appropriate salary schedules set forth in Appendix B.

##### 1. Certificated Teaching Salary Schedules

Effective January 1, 2016, compensation for the following schedules or categories shall be increased by six percent (6%), with an additional two percent (2%) applied effective July 1, 2016:

- Certificated Teaching/Counseling Salary Schedule
- Child Development Services Teachers' Salary Schedule
- Doctoral Stipend
- Masters Stipend
- Hourly Rates for Teachers
  - o Adult Ed/ROP Teachers
  - o Adult Ed Substitutes, Established Hourly, Home Teachers, Saturday Work Study
- Special Education Stipend
- Substitute Teachers K-12
  - o Level 1
  - o Level 2
  - o Long-Term Assignment
  - o Long-Term Leave Assignment
- Substitute Teachers Child Development Program
- Department Chairs
- Extra Duty Unit (EDU) Rate
- Child Development Services (CDS) Credential Authorizing K-12 Instruction
- National Board Professional Teaching Standards (NBPTS) Stipend paid at the Doctoral Stipend rate.

#### B. Salary Step Placement (Experience Rating)

1. Unit members shall be granted salary step placement and advancement based upon one (1) step for each year of acceptable experience.
2. For initial salary placement, unit members new to the District shall be given step experience credit on the salary schedule for all years of acceptable experience. Experience for step credit will be allowed from all accredited schools provided the experience meets the following criteria and is verified by official documents:
  - a. must have taught at least seventy-five percent (75%) of the days that school was in session during that school year on a full-time contractual basis; and,

- b. college-level experience shall be credited only when at least fifteen (15) hours per week were taught in at least seventy-five percent (75%) of the weeks that school was in session.
  - c. School nurses shall be granted one (1) step for each two (2) years of full-time nursing experience in a hospital, clinic, or physician's office.
    - 1) A year is defined as having worked seventy-five percent (75%) of each business day or seventy-five percent (75%) of the business year, which is equivalent to 1200 hours.
3. Unit members shall be advanced one (1) experience step on the salary schedule effective with the start of any school year if during the previous school year they teach a minimum of seventy-five percent (75%) of the days in their agreement.

C. Salary Group Placement (Advanced Education Credits)

- 1. Unit members shall be granted salary group placement and advancement based upon the number of acceptable and approved units of graduate study credit (in groups of fourteen (14) semester units) as indicated on the salary schedule. The Assistant Superintendent, Human Resources shall be the final arbiter of approval or disapproval of units.
- 2. For purposes of initial placement, a maximum of fourteen (14) semester units beyond the unit member's degree requirements, but earned prior to the Bachelor's Degree, may be used, provided they otherwise meet the requirements of this Article.
- 3. All quarter unit courses will be converted to semester units at the rate of one (1) quarter unit equaling two-thirds (2/3) of a semester unit.
  - a. Continuing Education courses will be accepted for salary purposes based upon the following criteria:
    - 1) CEUs limited to the classifications of nurses and speech specialists.
    - 2) Equivalency of 1 CEU to 2/3 of a semester unit or ten (10) hours of class time.
    - 3) CEUs limited to courses accredited by their professional organizations required for state certification of licenses affecting nurses and speech specialists.
    - 4) Courses accredited by speech specialist professional organizations will qualify for salary advancement purposes.
    - 5) Normal procedures as found in Article XXIII.C.8., must be adhered to in order to qualify for salary advancement purposes.

4. Courses will be accepted for unit credit only if they are taken in a college or university listed in the current directory of Accredited Institutions of Higher Education or are accepted for unit credit by the University of California. Exceptions to granting credit for courses not meeting this criterion may be made by the Assistant Superintendent, Human Resources either on the basis of his/her investigation or on the basis of the recommendation of an advisory committee made up of representative unit members.
  - a. Courses offered by the District at no charge to unit members for salary advancement purposes shall be accepted based upon the following criteria:
    - 1) Equivalency credit of one (1) semester unit per fifteen (15) hours of class time.
    - 2) Classes shall be formed and directed by personnel designated by the Superintendent or his/her designee in consultation with SMMCTA.
5. For advancement, each group of units must contain at least ten (10) controlled semester units (fifteen (15) controlled quarter units) and not more than four (4) elective semester units (six (6) elective quarter units).
  - a. Controlled units are those that have not been taken before and fall into one of the following categories:
    - 1) Graduate or upper division level courses that meet at least one of the following criteria:
      - a) are directly related to the unit member's current assignment;
      - b) are in the unit member's major or minor area;
      - c) provide for increased competency or flexibility in another possible subject area or grade level assignment;
      - d) make for a better understanding of student behavior;
      - e) improve understanding of school laws and procedures; or,
      - f) improve methods or techniques of instruction.
    - 2) Courses at any level that have as their main emphasis to increase understanding of racial minorities and their cultures; and,
    - 3) Foreign language courses at any level that increase multilingual communication.
  - b. Elective courses are those that may be taken at any level and meet at least one of the following criteria:
    - 1) are in the unit member's major or minor area;

- 2) are in areas or subjects that the individual teacher is teaching;
  - 3) provide for increased competency or flexibility in another possible subject area or grade level assignment;
  - 4) contribute to the improvement of teaching skills;
  - 5) definitely contribute to the enrichment of the teacher within the subject area taught by the teacher; and,
  - 6) contribute to a better understanding of student behavior.
6. A maximum of fourteen (14) semester units can be applied toward group salary advancement for any school year. Except for those on sabbatical study leaves or approved personal leaves, employees may advance only one (1) salary group per year.
7. Advanced degrees from an accredited university or college will be approved only if the degrees are in one of the following areas:
  - a. in the unit member's major or minor subject area, or in an area that would provide for increased competency or flexibility in another possible subject area or grade level assignment;
  - b. in the subject area of the unit member's present assignment; or,
  - c. in the field of education or administration.
8. Unit members planning either to advance to a higher group on the salary schedule and/or to receive an advanced degree increment for the following school year must have completed the following requirements by April 1:
  - a. must have submitted notification to the Assistant Superintendent, Human Resources as to what type of salary advancement is anticipated (group and/or degree increment); and,
  - b. must have scheduled an advancement conference with the Certificated Personnel Technician in the Human Resources Office.
9. Group salary advancements or advanced degree salary increments shall be granted either effective July 1 or effective the first day of school provided valid verifications are received by the Office of Human Resources stating that:
  - a. for July advancement all work has been completed prior to July 1;
  - b. for advancement on the opening day of school all work has been completed by the opening day of school of that year;

- c. temporary verifications will be accepted pending receipt of official transcripts or grade slips. Acceptable temporary verifications shall be one of the following:
  - 1) university notification that the advanced degree has been earned by deadline date; and
  - 2) personal affidavit that all requirements as stated in advancement or degree increment request have been met.
- 10. It is the responsibility of unit members to keep their own personal record of units taken.

D. Longevity Steps

- 1. Unit members who meet the requirements of Group VI of the current Salary Schedule and have completed three (3) years on Step Twelve (12) of Group VI shall be eligible for a career increment at the fifteenth (15th) step. Eligible unit members shall continue to advance on the salary schedule at the eighteenth (18th) step upon completion of seventeen (17) years of service.

E. ROP Employees

ROP unit members who are contracted for full-time service shall be paid in accord with their placement on the salary schedule of Appendix B. Part-time ROP unit members shall be paid a proportion of their placement on the salary schedule by dividing their per diem rate by six (6) and multiplying the result times the number of instructional hours employed, provided the ROP unit member has at least one hundred eighty (180) instructional hours of employment in the prior two (2) years. ROP unit members who have been employed less than one hundred eighty (180) hours in the prior two (2) years shall be paid an hourly amount as determined by the District. Regular unit members who teach in ROP in excess of their regular work day shall be paid an amount equal to their per diem rate divided by six (6) for each hour of ROP instruction.

F. Counselors

Additional days approved by the Board of Education for counselors will be included as part of their duty year for retirement benefit purposes. The District will pay the employer contributions to STRS and the counselor will pay the employee contribution.

## ARTICLE XXIV

### **ADDITIONAL COMPENSATION**

*Revised effective July 1, 2015*

- A. Additional compensation assignments for certificated unit members shall be paid according to Miscellaneous Certificated Compensation - Appendix B-3.

1. General Guidelines

- a. It is the intent of the District that extended duty unit allocations be assigned for specifically authorized co-curricular activities requiring on-going contact time with students by unit members in addition to their regular assignment. It is the intent of the District that extended duty units be allocated equitably on the basis of one (1) extended duty unit per each twelve (12) hours of ongoing contact time with students by unit members in addition to their regular assignment to a maximum of thirteen (13) extended duty units per semester. It is not the intent of the District to provide additional compensation for those activities normally associated with the daily routine of teaching. Unit members accepting activities/coaching assignments will be told in advance the number of extended duty units allocated to their activity/sports assignment. This number may be decreased if the unit member does not complete the agreed-upon assignments.
- b. Following the budgetary process, the Board of Education will determine the total number of extended duty units to be funded and the allocation of extended duty units to specific sites. In a year in which the extended duty unit budget is fully funded, the base allocation given shall be:
  - 1) Middle Schools .....25 Units
  - 2) Elementary Schools..... 10 Units
  - 3) SMASH..... 10 Units (Kdgn-5)  
..... 3 Units (6 - 8)
- c. In addition to the base allocation of twenty-five (25) extended duty units, middle schools will be given one (1) EDU/twenty (20) students (or fraction thereof toward the next twenty); elementary schools will be given one (1) EDU/fifty (50) students (or fraction thereof towards the next fifty) over four hundred (400). This allocation shall be based on the enrollment from the previous year (CBEDS).
- d. Head coaches in a high school with grades 9-12 will receive thirteen (13) extended duty units per season. Head coaches will be responsible for all teams in the specific sport to which they are assigned;

- e. Assistant coaches in a high school with grades 9-12 may receive up to twelve (12) extended duty units per season. Assistant coaches will assist the head coach and/or be responsible for a non-varsity team;
- f. Certificated staff members serving as coaches will not be paid a lesser rate than walk-on coaches in comparable assignments;
- g. Certificated staff members assigned other co-curricular activities for additional compensation at the high school level (grades 9-12) may receive up to the following extended duty unit allocations:

<u>Activity</u>	<u>Maximum Units Per Semester</u>
Academic Decathlon	13 (1 semester only)
Annual Advisor	6
Band Director	13
Drama Director	13
Newspaper Advisor	6
Orchestra Director	13
Pep Squad Advisor	12
Scholarship Advisor	13
Senior Advisor	10
Student Activities	12
Vocal Director	10

FAC may allocate unused EDU's to unit members for other assignments not listed above.

- h. Elementary instrumental music teachers may receive up to six (6) extended duty units. Elementary vocal teachers may receive up to two (2) extended duty units;
- i. Allocations of these units will be reviewed annually or more frequently, if necessary, by the FAC in conjunction with the administrative team to insure the equity and balance of programs. The FAC, in conjunction with the administration team shall consider the number of students served in relation to maximum units allocated. Fewer than the maximum may be determined appropriate. Proposed plans for the subsequent school year will be submitted to the Assistant Superintendent, Human Resources by June 1 of the current year. The Assistant Superintendent, Human Resources shall submit the list of recommended activities/coaching assignments to the Superintendent for budget planning and Board approval. Subsequent requests for modification of the EDU schedule must also be submitted.

2. Department Chairs (Grades 9-12):

- a. Effective the 2007-2008 school year, department chairs at Santa Monica High School and Malibu High School in the departments of English, Math, Social Studies, and Science shall teach four (4) sections per day. These department chairs will not receive the additional compensation listed in 2.b below.

If the department chair in the areas above teaches more than four sections, then they shall receive the additional compensation listed in 2.b below in lieu of a paid departmental section.

- b. Additional pay for department chairs (in departments other than English, Math, Social Studies and Science at Santa Monica High School and Malibu High School) is related to additional responsibilities attached to these assignments. The assignments will be made on a yearly basis. Additional compensation for these assignments is as follows:

1 -2 People in Department	2 Units
3 -4 People in Department	6 Units
5 -6 People in Department	8 Units
7 - 8 People in Department	10 Units
9 - 12 People in Department	12 Units
13 or more People in Department	14 Units

3. District Mandated Board Adopted Programs -- Board adopted/District mandated curriculum programs requiring service beyond the professional day will be awarded extra duty units above the school quota (i.e., Adams Science Magnet).
4. Travel Pay -- Unit members who are required to use their automobiles in the performance of their assigned duties shall be reimbursed at the IRS rate. Additionally, unit members who are assigned to more than one (1) school per day and use their own automobiles shall be reimbursed for such travel between schools at the maximum allowable IRS rate. Child Development Services unit members who are required to shop for supplies shall also be granted this mileage reimbursement.
5. Within twenty (20) working days following the completion of the additional compensation assignment, the District shall certify to the County Superintendent those unit members eligible for such remuneration.

B. National Board Certified Teachers

The purpose of the National Board Certification of teachers is to encourage outstanding teachers to remain in the classroom providing instruction to students. District support of teachers who seek and obtain National Board Certification shall be a two-phase process as follows:

1. Phase One: Candidacy

Following declaration of candidacy (submitting application):

- a. The District will pay fifty percent (50%) of the registration fee.
- b. Upon completion, the District will reimburse the remaining fifty percent (50%).
- c. NBPTS candidates will receive two (2) days of release time annually; to use as the candidate deems necessary.
- d. SMMUSD will provide the candidates with the necessary resources during the candidacy process.
- e. SMMCTA/SMMUSD will cosponsor support and informational meetings for candidates.

2. Phase Two: Post Candidacy

- a. Those teachers who applied and earned National Board Certification between July 1, 2002, and December 1, 2004, shall be compensated by the District according to the two-phase process. Upon completion of certification, teachers earning certification shall receive \$10,000 a year for ten (10) years.

Those teachers who applied for National Board Certification before July 1, 2003, but did not earn it, shall be considered "Advanced Candidates". When an "Advanced Candidate" earns National Board Certification they shall receive \$10,000 a year for ten (10) years.

Teachers receiving the \$10,000 stipend shall provide forty (40) hours of documented service annually (professional development and/or support) to the District. Those services shall be approved by Educational Services and/or the site principal in consultation with a National Board Certified Union Designee. Such services shall not be supervisory or managerial in nature.

- b. Those teachers who applied for and earned National Board Certification after December 1 of 2004 shall be compensated by the District according to the two phase process. Upon completion of certification, teachers earning certification shall receive \$5,000 a year for ten (10) years. Teachers receiving the \$5,000 stipend shall provide twenty (20) hours of documented service annually (professional development and/or support) to the District, which is approved by Educational Services and/or site principal in consultation with a National Board Certified Union Designee. Such services shall not be supervisory or managerial in nature.
- c. Only teachers who have a classroom teaching assignment and are in paid status are eligible to receive the stipend.

- d. For candidates who apply after July 1, 2004, and fail to certify, the cost of retaking the test shall be assumed by the unit member.

3. Phase Three: Renewal

- a. Teachers who choose to renew after the initial ten (10) year period shall be responsible for the registration fees.
- b. NBPTS renewal candidates will receive up to two (2) days of release time, to use as the candidate deems necessary.
- c. SMMUSD will provide support and informational meetings for candidates.
- d. All candidates who have submitted their renewal application on or before June 30, 2014, which results in certification, shall receive \$5,000 a year for the duration of the renewal period. Teachers receiving the \$5,000 stipend shall provide twenty (20) hours of documented service annually (professional development and/or support) to the District, which is approved by Educational Services and/or site principal in consultation with a National Board Certified Union Designee. Such services shall not be supervisory or managerial in nature.
- e. All NBPTS certified teachers, as of June 30, 2014, will maintain their current stipend until renewal. Upon renewal, the stipend shall be equal to the Doctoral Stipend.

4. Phase Four: New Certifications, Submitted after June 30, 2014

- a. After June 30, 2014, the stipend for all new and renewing NBPTS certified teachers shall be equal to the Doctoral Stipend.
- b. Teachers receiving the stipend shall provide twenty (20) hours of documented service annually (professional development and/or support) to the District, which is approved by Educational Services and/or site principal in consultation with a National Board Certified Union Designee. Such services shall not be supervisory or managerial in nature.

5. General Provisions

Support provided to candidates shall be performed with first priority given to the use of bargaining unit member who have achieved National Board Certification and shall apply to the documented service hours required.

- a. All National Board Certified teachers working less than 100% shall receive the additional compensation in direct proportion to the time spend teaching in the classroom.
- b. Compensation for all National Board Certified Teachers shall commence February 1 following verification of certification and continuing for ten (10)

years. Following the ten (10) year period, certified teachers must recertify in order to receive compensation.

- c. Only SMMCTA unit members who are in paid status are eligible to receive the stipend.

C. Speech and Language Pathologists (SLP) Certification

In recognition of commitment and achievement in their profession, in each year that a SLP unit member achieves and/or maintains certification through the American Speech-Language-Hearing Association (ASHA) they will receive a \$500 stipend.

Unit members receiving the \$500 stipend shall provide up to two (2) hours of documented service to the District annually. Such service to the District may include, but is not limited to, a professional development workshop at a site for certificated staff, a presentation at a District PERCS conference, a presentation to the group of SLP unit members, or a presentation for the community. Such service is approved by the Site Principal and/or Special Education Director, in conjunction with a site Professional Development Committee, as needed. Such service shall not be supervisory or managerial in nature.

## ARTICLE XXV

### **HEALTH AND WELFARE BENEFITS**

*Revised effective July 1, 2012*

#### A. Health Insurance

The District shall provide qualified unit members and their dependents with a choice of health insurance plans for the current school year to be selected from the plans available from the Public Employees' Retirement system (PERS) health benefits program. The District shall furnish each unit member available information on the insurance policies prior to the open enrollment period established by PERS.

1. Any increase in the District's contribution to health and welfare benefits shall be recognized as part of the District's total compensation increase provided to unit members.

#### B. Dental Insurance

The District shall provide twelve-month full cost coverage of Delta Dental or PMI for qualified, full-time ten-month active employees and their dependents. Full-time active employees who work less than ten months shall receive a pro-rata share.

#### C. Vision Insurance

Plans available, but at unit member's expense.

#### D. Life Insurance

None provided at this time.

#### E. District Obligation

Unit members teaching seventy-five percent (75%) or more of the academic year shall receive twelve (12) months of medical/dental benefits. When this conflicts with the regulations imposed by PERS, the District will pay the cost of COBRA coverage during the months following the academic year. Any combination of selected medical and dental premiums which result in a cost greater than the maximum allowable District supplement shall require payroll deductions of the affected unit member for the excess costs. Such deductions shall be made in equal tenths amounts to the extent possible with the unit member agreeing in writing to such deductions. All District premium supplements shall be for the purchase of District fringe benefit programs. The District shall provide an alternate HMO Plan for unit members eligible for benefits who fail to qualify for CalPERS.

##### 1. District contribution of Full-Time Unit Members

- a. Unit members selecting single coverage:

For unit members with hire dates before July 1, 2014, the District shall provide each qualifying unit member a supplement for fringe benefits equal to the Blue Shield HMO, Kaiser or PERSChoice single party premium plus the cost of single party Delta Dental or PMI. For unit members selecting single party PERSCare, the premium difference between single party Blue Cross PERSCare and single party Kaiser shall be the responsibility of the unit member.

For unit members with hire dates on or after July 1, 2014, the District shall provide each qualifying unit member a supplement for fringe benefits equal to 95% of the lowest HMO premium plus the cost of single party Delta Dental or PMI. The premium difference in excess of this cap shall be the responsibility of the unit member.

b. Unit members selecting two (2)-party coverage

For unit members with hire dates before July 1, 2014, the District shall provide each qualifying unit member a supplement for fringe benefits equal to the Blue Shield HMO or Kaiser two (2)-party premium plus the cost of two (2)-party Delta Dental or PMI. The premium difference between two (2)-party Blue Cross PERSCare or PERSChoice and two (2)-party Kaiser will be the responsibility of the unit member.

For unit members with hire dates on or after July 1, 2014, the District shall provide each qualifying unit member a supplement for fringe benefits equal to 95% of the lowest HMO premium plus the cost of two (2)-party Delta Dental or PMI. The premium difference in excess of this cap shall be the responsibility of the unit member.

c. Unit members selecting 3-party coverage

For unit members with hire dates before July 1, 2014, the District shall provide each qualifying unit member a supplement for fringe benefits equal to the Blue Shield HMO or Kaiser three (3)-party premium plus the cost of three (3)-party Delta Dental or PMI. The premium difference between three (3)-party Blue Cross PERSCare or PERSChoice and three (3)-party Kaiser shall be the responsibility of the unit member.

For unit members with hire dates on or after July 1, 2014, the District shall provide each qualifying unit member a supplement for fringe benefits equal to 95% of the lowest HMO premium plus the cost of three (3)-party Delta Dental or PMI. The premium difference in excess of this cap shall be the responsibility of the unit member.

d. Cash-in-lieu of District health benefits supplement(s) option:

Unit members who can show proof of medical and/or dental coverage in another group plan shall be paid \$1,200 in lieu of receiving their own two (2) or three (3) party medical coverage and/or \$300 in lieu of receiving their own two (2) or three (3) party dental coverage, both payable in

tenthly installments. This option is NOT available to married or domestic partners both employed by the District selecting PERSCare or PERSChoice premium. However, if one spouse or partner chooses any Kaiser or Blue Shield HMO medical plan, the other spouse or partner may choose cash-in-lieu options.

To receive the full supplementary payments for the required medical and/or dental waiver, the unit member must request the waiver option no later than during the open enrollment period. A request for waiver option received after open enrollment will reduce the supplementary amount by one-tenth per month. Unit members may chose this option up to the time of retirement.

- e. Unit members married or domestic partners and both employed in District may chose the following option:

The District shall provide married couples and/or domestic partners both employed in the District a supplement for health benefits equal to the cost of the PERSCare or PERSChoice two-party or three-party premium; plus the cost of Delta Dental or PMI for each unit member and their qualifying dependents. To be eligible for this option, both unit members must qualify for full-time benefits and both chose PERSCare or PERSChoice coverage.

2. Adult Education Members Employed for Twenty (20) Hours or More Per Week:

The District shall provide each qualifying unit member a supplement for fringe benefits equal to the cost of Blue Shield HMO or Kaiser single party premium plus the cost of Delta Dental or PMI single party premium.

3. Part-Time Unit Members: Part-time unit members refers to those members assigned to teach less than a full schedule.

- a. The District shall provide for each part-time unit member a supplement for fringe benefits equal to the cost of the insurance programs specified in Article XXV A and B. Such supplement shall be for the purchase of District fringe benefits programs only. The District contribution toward the health benefits for part-time unit members shall be as follows in the table below:

Percentage Assignment	District Contribution
40% - 49%	50% share of premium cost for HMO and Dental
50% - 79%	Pro rata share of full-time unit member's premium contribution and supplemental payments
80% or more	Same premium contribution and supplemental contributions as full-time unit members

4. Health Benefits for Retirees Under Age Sixty-Five (65):

- a. The District shall provide for each retired unit member under the age of sixty-five (65) a supplement for fringe benefits equal to the Blue Shield HMO or Kaiser single party premium plus the cost of single party Delta Dental or PMI. If the retiree elects to enroll in a PERSCare or PERSCheck plan, the retiree shall be responsible for any premium above the single coverage supplement for Kaiser.
- b. Benefits shall not be provided unless the unit member retires at age fifty-five (55) or thereafter and the unit member has provided at least ten (10) full-time equivalent years of service to the District.
- c. Benefits shall continue until the retiree's sixty-fifth (65th) birthday. No benefits shall be provided to the retiree's estate or surviving dependents.
- d. Retirees must have retired from Santa Monica-Malibu Unified School District.
- e. Retirees must be a participant in the State Teachers' Retirement System (STRS).
- f. Retirees receiving health benefits shall notify the District of a change to their current address.
- g. A retired District employee along with his/her spouse or domestic partner who is a full-time active unit member may coordinate their medical/dental District supplements for the purchase of District health benefits.

5. Retirees over Age Sixty-Five (65):

For every retiree over sixty-five (65) years of age who remains enrolled in a CalPERS health benefits program, the District shall provide a monthly supplement payable to CalPERS on behalf of the retiree. This amount shall reflect the Minimum Employer Contribution as per Section 22892 of the Public Employees' Medical and Hospital Care Act.

## ARTICLE XXVI

### **RETIREMENT INCENTIVE PROGRAM**

*Revised effective July 1, 2002*

#### A. Requirements

Unit members who have been employed and have completed ten (10) or more years of consecutive, full-time, satisfactory service in the District will be eligible and may be considered for a "Retirement Incentive Program."

#### B. Eligibility

1. The unit member must officially retire under provisions of the State Teachers' Retirement System Law.
2.
  - a. The unit member must be on the last step and column (exclusive of longevity bonuses) of the existing contract salary schedule to be eligible for the program.
  - b. A retiring unit member who does not meet the requirements of 2.a. and selects the option of Medicare and retires after age fifty-five (55), and who has not earned sufficient quarters to be vested in Medicare at age sixty-five (65), shall be provided with an early retirement contract for the minimum number of days of employment necessary to obtain four (4) quarters of Medicare credit per year. The rate of pay for the retiree shall be the established District hourly rate of pay for certificated personnel. The amount of pay to the retiree is not to exceed the amount prescribed by law. The length of the early retirement contract will be the number of years necessary to become vested in Medicare, not to exceed twenty (20) quarters. Employees exercising the early retirement option must notify the District by May 1 of the year of the retirement. Unless otherwise mutually agreed to, the employment must be completed in consecutive years. Job assignments are to be mutually agreed upon by the employee and the District.
3. For purposes of defining ten (10) years or more of consecutive, full-time, satisfactory employment/service, a year of service is defined as seventy-five percent (75%) or more of the teaching days in any one (1) school year, excluding summer school service.
  - a. Paid leaves for absence will not disqualify a person from eligibility, provided his/her full-time service in the District totals ten (10) consecutive full-time years.
  - b. A sabbatical leave of absence will be allowed toward the compilation of the ten (10) years of consecutive full-time years of employment.

#### C. Benefits

1. Unit members recommended by the Superintendent and approved by the Board for inclusion in this program may be employed as consultants with the District under the following conditions:
  - a. Unit members may apply for a maximum of five (5) consecutive years of consultant services. At age sixty-five (65) the unit member will no longer be eligible for the health benefits of active unit members. Participants in this program shall be assured of annual renewal for the full length of the options. However, the District may terminate the consultant agreement for the causes as enumerated in Section 44932 of the California Education Code. If the District does seek to terminate the annual renewal the consultant may appeal the decision to the Board which shall, in executive session, hear the claims of both parties. Following such hearing, the Board shall render a decision regarding whether or not the consultant agreement shall be terminated. The decision of the Board may be appealed under the provisions of Article V (Grievance and Arbitration Procedure) of this contract, the grievance procedure, as to whether or not sufficient cause existed for termination.
  - b. Unit members shall receive an annual stipend of \$6,500 for twenty-five (25) days of service. The dates of service of these twenty-five (25) days shall be mutually decided by the unit member and the District.
  - c. The hours shall conform to Article VI (Assigned Days and Hours of Work), B.1.a., b., c., and d.
  - d. The District will provide the same health and dental benefits provided other retired employees.
  - e. Consultant services provided by unit members under the expressed provision of this Article shall not include any services performed by classified employees and shall not necessarily exclude any responsibilities for students, but will exclude teacher supervision or evaluation. Service may include, but is not limited to:
    - 1) demonstration teaching;
    - 2) staff development and in-service programs;
    - 3) direct instructional services to pupils only if initially requested by the unit member;
    - 4) substitute teaching;
    - 5) assistance in testing and follow-up analysis including the preparation of reports;
    - 6) compiling test data as it applies to instruction;
    - 7) assistance in orienting and providing assistance to new teachers in the District; and,

- 8) updating curriculum and writing new and supplementary instructional materials.

D. Procedures

1. Unit members desiring to participate in the Retirement Incentive Program must have submitted their request in writing to the Superintendent prior to March 1, indicating their intent to retire at the end of the school year if accepted, recommended by the Superintendent and approved by the Board. The written request by the unit member will ask for consideration for the Retirement Incentive Program.
  - a. Unit members shall submit a written proposal and request to the Human Resources Office prior to April 30th with a description of the proposed service to be performed in the program.
  - b. The parties to this contract recognize that retirement is contingent upon the acceptance and approval of consultation services by the Board and that the notice of resignation to STRS will follow the approval of the unit member's request for inclusion in the Retirement Incentive Program. The District has thirty (30) calendar days after receipt of the unit member's application to notify the unit member of the District's decision. In any event, the employer's decision must be made prior to June 2 of the year in which the application is made.
  - c. The unit member has until May 30th to withdraw his/her plan and application for the Retirement Incentive Program. Should the unit member, after May 30th of the school year, cancel the proposal or approved plan and his/her retirement, such unit member may be excluded from exercising his/her option and may be deemed ineligible for consideration while in the employment of the District.
  - d. Within five (5) working days after being approved by the Board of Education for participation in the Retirement Incentive Program, the unit member is to submit his/her resignation.
2. Prior to unit member's notice of resignation to STRS, the unit member approved for inclusion in this program shall sign a written contract to perform the services proposed.
3. At the completion of twenty-five (25) days of service, the participant will be paid the stipulated sum. Any unit member who is unable to complete the project due to death or incapacitation shall be paid pro rata for the days completed.
4. The initial or first-year project shall not begin until after the first retirement warrant has been received by the unit member.

## ARTICLE XXVII

### **PART-TIME ASSIGNMENTS AND REDUCED WORKLOAD**

*Revised effective July 1, 2012*

#### A. Part-Time Assignments, Under Fifty-Five (55) Years of Age

1. Unit members may request a part-time assignment in a school year. In addition, the District may hire teachers, nurses, etc., for part-time assignments.
2. Request for a part-time assignment shall be initiated by the unit member and submitted ninety (90) days prior to the effective date of the request. It is recommended that such requests, particularly if they involve "job sharing," address the following matters:
  - a. Specific provisions for sharing responsibility and joint participation for planning, supervision, parent conferences, open-house events, report cards, etc.;
  - b. Specific provisions for sharing and dividing responsibility for various subject matters;
  - c. Specific provisions for daily communication and coordination regarding homework assignments, discipline problems, etc. (e. g., daily lunch meeting for these purposes); and,
  - d. Provisions for termination of arrangement if it does not prove to be satisfactory to the District.
3. The Superintendent may recommend a part-time assignment when it is in the best interest of the District. When the Superintendent does not recommend approval of a shared assignment, the unit member(s) may appeal to the Board of Education at a regular Board meeting.
4. A written agreement for a part-time assignment will be executed by the District and the unit member prior to the period of reduced service.
  - a. Application for a second year of part-time assignment leave will be considered upon request.
  - b. If a unit member(s) part-time assignment leave is extended beyond two years, the unit member's tenure status is reduced from 100 % to the level of their part-time assignment.
  - c. The District may grant reinstatement of full time (100%) assignment upon request. If reinstatement is granted, tenure status reverts to 100%.

5. Unit members on a part-time assignment shall receive health and welfare benefits on the following basis:
  - a. Forty to forty-nine percent (40-49%) part-time shall receive fifty percent (50%) benefits;
  - b. Fifty percent (50%) part-time and above shall receive pro-rata benefits.
  - c. Eighty percent (80%) part-time shall receive full-time benefits.
6. Unit members working in reduced assignments will advance one step per year if they teach seventy-five percent (75%) of their reduced assignment.

B. Reduced Workload, Fifty-five (55) Years of Age and Over

1. Permanent unit members of the District who have reached the age of fifty-five (55) before the beginning of the school year or term in which the reduction in workload starts are eligible for pre-retirement employment.

The Superintendent shall recommend a reduced workload when it is in the best interest of the District.

2. Unit members must have been employed full-time in a position requiring certification for at least ten (10) years. Unit members must have been employed in a full-time position requiring certification for the five (5) years preceding entrance into part-time employment. Sabbatical and long-term illness leaves shall not constitute a break in service.
3. Eligible unit members may participate in this program for not more than five (5) consecutive years and may not participate after age seventy (70). Unit members in the program who reach age seventy (70) during the school year may continue through that school year. The agreement may be revoked by the mutual consent of both parties if the parties give notice before July 1 of the next school year.
4. The reduced service may be on a reduced daily schedule for one (1) school year or full-time for one (1) semester per school year.
5. Unit members and the District shall submit STRS contributions based on the amount the unit members would have earned if they were employed on a full-time basis. No credit will be allowed beyond the date of termination for any reason--discharge, death, or retirement.
6. Unit members on a reduced workload program shall receive health and welfare benefits as though they were employed full-time.

C. General Conditions Applicable to Both Sections A & B

1. When a reduced workload or part-time assignment request is denied, those persons receiving a denial shall be notified in writing of the specific reasons for denial within ten (10) working days.
2. A daily half-time assignment is defined as follows:
  - a. Elementary Level: one-half ( $\frac{1}{2}$ ) of the number of minutes in a regular day instructional program, exclusive of recesses and lunch periods.
  - b. Middle School and Senior High School Level: three (3) teaching periods in one semester and two (2) teaching periods and one (1) preparation period in the other. The assigned periods shall be contiguous.
3. Unit members on a half-time teaching assignment will receive compensation at a rate of fifty percent (50%) of their regular scheduled salary.
4. Provided that professional development plans are posted by September 30 (Article VI.B.7.b), teachers who are half-time or fifty percent (50%) job-share shall attend all professional development and faculty meetings, as identified in Article VI.B.7.b. Part-time or job-sharing teachers who teach less than fifty percent (50%) shall attend all professional development meetings.

## **ARTICLE XXVIII**

### **COMPENSATION FOR PART-TIME ASSIGNMENTS**

- A. Unit members serving less than a full-time assignment will be compensated on the basis of one-fifth ( $1/5$ ) of the contract salary for each period taught daily and one single planning period each week and a pro rata share of all other professional duties. Teaching periods and planning periods will be assigned contiguously. A full-time assignment at a Middle School and High School are five (5) teaching periods and one (1) planning period each day.
- B. Full-time contract teachers who agree to teach a sixth (6<sup>th</sup>) period on a regular basis will be compensated on the basis of one-sixth ( $1/6$ ) of the contract salary.

## **ARTICLE XXIX**

### **CHILD ABUSE REPORTING REQUIREMENTS**

- A. The District shall, as part of its in-service/orientation programs, provide unit members with information necessary for employee compliance with applicable child abuse reporting obligations, including explanations regarding how to recognize child abuse.
- B. Unit members shall immediately report suspected child abuse cases both to the appropriate law enforcement agency and to the site administrator. The administrator shall provide immediate assistance to the unit member, including copies of the appropriate reporting forms to be completed.
- C. The District shall provide legal assistance to any unit member who becomes involved in legal actions as the result of good faith reporting, in compliance with law and District policies, of suspected child abuse.
- D. Unit members may refer to a copy of California Penal Code Sections 11165-11174 for current laws, which shall be available at each school site.

## **ARTICLE XXX**

### **INSTRUCTIONAL AIDES**

- A. Whenever feasible, unit members shall be granted the opportunity to meet with student teachers and aides prior to their assignment to the unit member's classroom. If the District has discretion as to the identity of an aide or student teacher to be assigned to the unit member's classroom, the site administrator shall consult with the unit member before making a final selection.
- B. Instructional aides, if any, are to be assigned from the beginning of the school year. This provision relates solely to scheduling of aide time, and does not require any aides to be hired, or specify a length of work year for aides.
- C. Also, the site administrator shall consult with the teacher prior to establishing the aide's work schedule and scope of duties. While a given aide's schedule is in effect, the site administrator will make a good faith effort not to reassign the aide to other duties unless exceptional circumstances require the aide's services elsewhere. Nothing in the above is intended to grant any unit member the right to the services of an aide.

## **ARTICLE XXXI**

### **ACADEMIC FREEDOM**

*Revised effective July 1, 2012*

- A. It is the policy of the District that all instruction shall be fair, accurate, objective, relevant to prescribed course content, sensitive to community needs and the needs and values of the diverse cultures and heritages, appropriate to the age and maturity of the students, and consistent with all state and district policies. Unit members may introduce relevant political, religious or other controversial material, subject to the foregoing restrictions, but shall not attempt to indoctrinate students with the unit member's own personal, political or religious views.
- B. When grades are given for any course of instruction, the grade given to each pupil shall be the grade determined by the teacher of the course, and the determination of the pupil's grade by the teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence, shall be final, as provided in Education Code Section 49006.

## **ARTICLE XXXII**

### **SEPARABILITY AND SAVINGS**

- A. If any provision of this Agreement should be held invalid by operation of the law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected and shall continue in full force and effect.
- B. The parties shall, upon request of either party, meet and negotiate regarding the invalidated provision and the method of compliance with the decision or change in law.

## ARTICLE XXXIII

### **SHARED SPACE**

*Revised effective July 1, 2015*

- A. Operational guidelines to be followed when there is shared use of space by the Child Development Services Program with the K-5 education program.
1. The Principal will first survey the faculty for volunteers who agree to share classroom space. If there are no volunteers, the principal will consider other campus facilities that might be used such as:
    - a. Cafeteria
    - b. Auditorium
    - c. Library
    - d. Science/math labs
    - e. Pre-school
    - f. Music

If the above facilities are not suitable and there are no volunteers to share classroom space, the principal may need to assign a room to be used or consider, in consultation with the Superintendent, not to expand the Child Development Services program. An involuntary room assignment by the principal would be determined by seniority and a rotation system. An involuntary room assignment will not exceed a period of two (2) consecutive years.

Rooms used for Special Education services will be excluded from consideration, unless the unit member assigned to that room volunteers to share the space.

2. In the event of shared classroom space, a written agreement will be signed by both teachers, principals and Child Development supervisor. The agreement will incorporate the following:
  - a. Room configuration is to be determined by the K-5 education teacher in consultation with the child development teacher.
  - b. Room is to be cleaned daily.
  - c. No food or cooking is allowed in the classroom unless mutually agreed upon by both parties, and included in the signed agreement.
  - d. Adequate lockable storage space shall be available in the classroom or as close to the classroom as possible.
  - e. The agreement may be revoked by either teacher with a thirty (30) days written notice to the principal. Prior to any written notice to revoke the agreement, a discussion involving all parties to the agreement shall be scheduled to explore ways to resolve any concerns or problems.

- B. Operational guidelines to be followed when there is shared use of space (Pre-K-12). These operational guidelines will be incorporated into a Board policy addressing standards for shared space.
1. Whenever possible, teachers sharing together would be able to select each other as partners. Whenever possible, the staff at the site should be consulted regarding a shared space proposal and be given the opportunity to formulate a mutually workable plan. The Principal will first survey the faculty for volunteers who agree to share classroom space. If there are no volunteers, the principal will consider other campus facilities that might be used such as:
    - a. Cafeteria
    - b. Auditorium
    - c. Library
    - d. Science/math labs
    - e. Pre-school
    - f. Music

If the above facilities are not suitable and there are no volunteers to share classroom space, the principal will assign an appropriate room to be used. An involuntary room assignment by the principal would be determined by appropriateness of the room, seniority and a rotation system. An involuntary room assignment will not exceed a period of two (2) consecutive years.

Rooms used for Special Education services will be excluded from consideration, unless the unit member assigned to that room volunteers to share the space.
  2. Unless there are compelling reasons, non-volunteer teachers will not be relocated from their assigned classroom space to accommodate teachers who volunteer to share classroom space.
  3. Classroom space may be utilized on an as-needed basis, or for periods of time shorter than the school year to accommodate after-school programs. In this event, the same procedure indicated in this article will be followed.
  4. Supply Budget
    - a. Principals are authorized to approve disbursement of funds.
- C. Any staff member that uses a room, and moves furniture, will return the furniture to the original set-up before leaving.

## **ARTICLE XXXIV**

### **MISCELLANEOUS**

*Revised effective July 1, 2012*

Within sixty (60) days of ratification and approval of a contract settlement or no later than one (1) week prior to the start of the subsequent school year, the employer shall make available, electronically, to all unit members a copy of the fully revised collective bargaining agreement and shall provide the Association with fifty (50) copies for its use.

## **ARTICLE XXXV**

### **ENTIRE AGREEMENT**

- A. The District shall not be bound by any requirement which is not expressly and explicitly stated by this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with the Association, unless such past practices or understandings are specifically stated by this Agreement.
- B. The Association agrees that this Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment,. Additionally, it is agreed that during the term of the Agreement, neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement. This is understood even though such subjects or matters may not have been within the knowledge or contemplation of either or both the District and the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.
- C. Notwithstanding the above, the parties recognize the obligation for reopening this contract for renegotiation of contract provisions deemed invalid as a consequence of the operation of Article XXXII - Separability & Savings.

## ARTICLE XXXVI

### **TERM OF AGREEMENT**

*Revised effective July 1, 2015*

- A. The new term of agreement shall be from July 1, 2015 through June 30, 2018. There shall be reopener negotiations in Salary, Health and Welfare, plus up to two (2) additional articles per Party for the 2017-18 year only.

The contract thereafter shall continue in effect year by year unless either of the parties notifies the other in writing of its request to terminate the Agreement upon its expiration.

- B. In the event one of the parties notifies the other in writing of its intention to terminate, the following negotiation procedures will apply:
1. The Association shall make its initial proposal to the Board of Education no later than four (4) weeks prior to the initial collective bargaining session.
  2. If the District states its intention to terminate, it will present its initial proposal no later than four (4) weeks prior to the first proposed negotiating session.
  3. The District and Association shall meet and negotiate, provided that all public notice requirements have been met.
  4. Either party may utilize the services of outside consultants.
  5. All unit members, who are part of the SMMCTA Negotiations Team, will be granted release time for preparation, meeting, and negotiating purposes. When the entire contract is due to expire, negotiation team members will be granted up to four (4) days of release time for preparation. In years with limited contract re-openers team members will be granted up to two (2) days of release time for preparation. Such release time will not be taken on a Monday or Friday, during shortened weeks, or from time devoted to staff development without the express permission of the Superintendent.  
  
If the Agreement is approved and ratified by both parties prior to the end of the regularly-scheduled work year, such release time shall be discontinued at that point.
  6. The employer recognizes the duty to bargain in good faith and shall provide all information necessary to the Association to fulfill this duty. The Association recognizes its responsibility to request such information.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND

SEAL THIS December 18, 2015



Martha Simmons  
SMMCTA

12/18/15

Date



Mark O. Kelly  
SMMUSD

12/18/15

Date

# APPENDIX

**APPENDIX**  
*Revised effective July 1, 2015*

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# APPENDIX A-1

## SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

### 2015-2016 District Calendar

Approved by the Board of Education: 12/11/14

July 2015	August 2015	September 2015
M T W Th F 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	M T W Th F 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	M T W Th F 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30
October 2015	November 2015	December 2015
M T W Th F 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	M T W Th F 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30	M T W Th F 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31
January 2016	February 2016	March 2016
M T W Th F 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	M T W Th F 1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29	M T W Th F 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30 31
April 2016	May 2016	June 2016
M T W Th F 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	M T W Th F 2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	M T W Th F 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30

**Legend:**

	= First/Last Day of School
	= Legal Holiday
	= Local Holiday (schools/offices closed)
	= School Recess (classes not in session)
	= Pupil Free Days (no school for students)
	= Elem. Pupil Free Day (no school -elem students)
	= Sec. Pupil Free Day (no school -sec students)
	= Certificated Staff Development Day

#### Employee Work Dates:

Sept. 1, 2015-June 30, 2016: \* Classified 11-Month  
 \*must work 22 days in July/August, 2015  
 Aug. 6, 2015-June 21, 2016: Classified 10 +10  
 Aug. 13, 2015-June 14, 2016: Classified 10-Month  
 Aug. 18, 2015-June 9, 2016: Certificated/184 Days  
 Aug. 19, 2015-June 9, 2016: Certif-CDS/183 Days  
 Aug. 19, 2015-June 9, 2016: Classified School Year

Teacher Work Days: 184  
 Student Days: 180

1st Semester: Aug. 20 - Dec. 18 (81 days)  
 2nd Semester: Jan. 6 - June 9 (99 days)

**First Day of Instruction:**  
 - Thursday, August 20, 2015

**Last Day of Instruction:**  
 - Thursday, June 9, 2016

**Certificated Staff Development Days:**  
 (No Students)  
 - Tuesday, August 18, 2015  
 - Monday, January 4, 2016

**HOLIDAYS:**  
 July 3: 4th of July Holiday  
 Sept. 7: Labor Day Holiday  
 Sept. 14: Local Holiday  
 Sept. 23: Local Holiday  
 Nov 11: Veteran's Day Holiday  
 Nov 26: Thanksgiving Holiday  
 Nov 27: Legal Holiday (Admissions Day obsv'd)  
 Dec. 24-25: Winter Holidays  
 Dec. 31-Jan 1: New Years Holidays  
 Jan 18: Martin Luther King Jr. Holiday  
 Feb. 15: Presidents' Day Holiday  
 Mar 25: Local Holiday  
 Mar 28: Legal Holiday (Lincoln's B'day obsv'd)  
 May 30: Memorial Day Holiday

**SCHOOL RECESSES:**  
 Dec. 21-Jan 1: Winter Recess  
 Mar 21-Apr 1: Spring Recess

**PUPIL-FREE DAYS:**  
 Aug. 18: All Students  
 Aug. 19: All Students  
 Nov. 4: Elementary Students Only  
 Jan. 4: All Students  
 Jan. 5: Secondary Students Only

**MINIMUM DAYS:**  
 TK/Kindergarten: Aug. 20, 21, 27, Nov. 5, 6, 9, 10, 25, May, 26, June 9

Elementary: Aug. 20, Aug 27, Sept. 1, Nov. 5, 6, 9, 10, 25, May 26, June 9

Santa Monica Middle Schools: Sept. 3, Nov. 25, Dec. 18, Mar. 18, Apr. 21, June 8, 9, + 1 discretionary

Malibu MS/HS: Sept. 3, 10, Nov. 25, Dec. 16, 17, March 10, June 6, 7, 8, 9,

Samohi: Sept. 10, Dec. 15, 16, 17, 18, Mar. 10, June 3, 6, 7, 8,

Olympic HS: Sept. 15, Nov. 25, May 3, June 1, 2, 3, 6, 7, 8, 9

**Back to School Nights:**  
 Thurs. Aug. 27 - Elem K-2  
 Tues. Sept. 1 - Elem 3-5  
 Thurs. Sept. 3 - Middle School  
 Thurs. Sept. 10 - High School  
 Tues. Sept. 15 - Olympic HS

**Open House Nights:**  
 Thurs. May 26 - Elementary  
 Thurs. April 21 - SM Middle Schools  
 Thurs. March 10- Malibu MS/HS and Samohi  
 Tues. May 3- Olympic HS

**Promotions/Graduations:**  
 Tues. June 7 - Elementary  
 Thurs. June 9 - Middle School  
 Weds. June 8 - MHS 2:00 pm  
 Weds. June 8 - Samohi 5:30 pm  
 Wed. June 1 - Olympic HS 5:30 pm

**Parent Conference Days (TK-5):**  
 Nov. 4 - Nov. 10, 2015

**Testing Dates:** expected, not confirmed  
 AP Testing: May 2- May 13, 2016  
 SBAC/STAR: Apr. 18 - May 27, 2016

**TK/Kindergarten Roundup:**  
 Feb. 1-12, 2016

**Final Exams:**  
 Malibu MS/HS: Dec. 16-18, 2015;  
 June 6, 7, 8, 2016  
 Samohi: Dec. 15-18, 2015;  
 June 3, 6, 7, 8, 2016

**Summer School:**  
 IJSS: June 20-July 15, 2016  
 Credit Recovery: June 20-Jul 22, 2016  
 ESY: June 20-July 15, 2016

**TK-5 Grading Periods:**  
 Conference: Nov. 4, 2015  
 Winter Grading: Feb. 5, 2016  
 Spring Grading: June 9, 2016

**6-12 Grading Periods**  
 Aug. 20 - Sept. 25, 2015  
 Sept. 28- Nov. 6, 2015  
 Nov. 9 - Dec. 18, 2015  
 Jan. 5 - Feb. 19, 2016  
 Feb. 22 - April 22, 2016  
 April 25 - June 9, 2016



# APPENDIX A-2

## SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

### 2016-2017 District Calendar

Approved by the Board of Education: 3/19/15

July 2016					August 2016					September 2016				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
				1	1	2	3	4	5				1	2
4	5	6	7	8	8	9	10	11	12	5	6	7	8	9
11	12	13	14	15	15	16	17	18	19	12	13	14	15	16
18	19	20	21	22	22	23	24	25	26	19	20	21	22	23
25	26	27	28	29	29	30	31			26	27	28	29	30

  

October 2016					November 2016					December 2016				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
10	11	12	13	14	7	8	9	10	11	5	6	7	8	9
17	18	19	20	21	14	15	16	17	18	12	13	14	15	16
24	25	26	27	28	21	22	23	24	25	19	20	21	22	23
31					28	29	30			26	27	28	29	30

  

January 2017					February 2017					March 2017				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6			1	2	3			1	2	3
9	10	11	12	13	6	7	8	9	10	6	7	8	9	10
16	17	18	19	20	13	14	15	16	17	13	14	15	16	17
23	24	25	26	27	20	21	22	23	24	20	21	22	23	24
30	31				27	28				27	28	29	30	31

  

April 2017					May 2017					June 2017				
M	T	W	Th	F	M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7	1	2	3	4	5				1	2
10	11	12	13	14	8	9	10	11	12	5	6	7	8	9
17	18	19	20	21	15	16	17	18	19	12	13	14	15	16
24	25	26	27	28	22	23	24	25	26	19	20	21	22	23
					29	30	31			26	27	28	29	30

- Legend:**
- = First/Last Day of School
  - = Legal Holiday
  - = Local Holiday (schools/offices closed)
  - = School Recess (classes not in session)
  - = Pupil Free Day (no school for students)
  - = Elem. Pupil Free Day (no school -elem students)
  - = Sec. Pupil Free Day (no school -sec students)
  - = Minimum Day for all students
  - = Certificated Staff Development Days

#### Employee Work Dates:

Sept. 1, 2016-June 30, 2017: \* Classified 11-Month  
 \*must work 22 days in July/August, 2016  
 Aug. 8, 2016-June 21, 2017: Classified 10 +10  
 Aug. 15, 2016-June 14, 2017: Classified 10-Month  
 Aug. 17, 2016-June 9, 2017: Certificated/184 Days  
 Aug. 18, 2016-June 9, 2017: Certif-CDS/183 Days  
 Aug. 19, 2016-June 9, 2017: Classified School Year

Teacher Work Days: 184  
 Student Days: 180

1st Semester: Aug. 22 - Dec. 23 (84 days)  
 2nd Semester: Jan. 10 - June 9 (96 days)

#### First Day of Instruction:

- Monday, August 22, 2016

#### Last Day of Instruction:

- Friday, June 9, 2017

#### Certificated Staff Development Days:

(No Students)

- Wednesday, August 17, 2016

- Thursday, August 18, 2016

#### HOLIDAYS:

July 4: 4th of July Holiday

Sept. 5: Labor Day Holiday

Oct 3: Local Holiday

Oct 12: Local Holiday

Nov. 11: Veteran's Day Holiday

Nov. 24: Thanksgiving Holiday

Nov. 25: Legal Holiday (Admissions Day obsv'd)

Dec. 26, 27: Winter Holidays

Dec. 30, Jan 2: New Years Holidays

Jan 16: Martin Luther King Jr. Holiday

Feb. 20: Presidents' Day Holiday

Apr. 7: Local Holiday

Apr. 14: Legal Holiday (Lincoln's B'day observed)

May 29: Memorial Day Holiday

#### SCHOOL RECESSES:

Dec. 26 - Jan 6: Winter Recess

Apr 3 - Apr 14: Spring Recess

#### PUPIL-FREE DAYS:

Aug. 17: All Students

Aug. 18: All Students

Aug. 19: All Students

Nov. 4: Elementary Students Only

Jan. 9: Secondary Students Only

#### MINIMUM DAYS:

TK/Kindergarten: Aug. 22, Aug. 23, 30, Nov. 7, 8, 9, 10, 23, Dec. 23, May 25, June 9

Elementary: Aug. 22, 30, Sept. 6, Nov. 7, 8, 9, 10, 23, Dec. 23, May 25, June 9

Santa Monica Middle Schools: Sept. 8, Nov. 23, Dec. 23, Mar. 31, Apr. 27, June 8, June 9, + 1 discretionary

Malibu MS/HS: Sept. 8, 15, Nov. 23, Dec. 21, 22, 23, March 9, June 6, 7, 8 + 1 discretionary

Samohi: Sept. 15, Dec. 20, 21, 22, 23, Mar. 9, June 5, 6, 7, 8

Olympic HS: Sept. 20, Nov. 23, Dec. 23, May 2, June 1, 2, 5, 6, 7, 8, 9

#### Back to School Nights:

Tues. Aug. 30 - Elem TK-2

Tues. Sept. 6 - Elem 3-5

Thurs. Sept. 8 - Middle School

Thurs. Sept. 15 - High School

Tues. Sept. 20 - Olympic HS

#### Open House Nights:

Thurs. May 25 - Elementary

Thurs. April 27 - SM Middle Schools

Thurs. March 9 - Malibu MS/HS

and Samohi

Tues. May 2 - Olympic HS

#### Promotions/Graduations:

Wed. June 7 - Elementary

Fri. June 9 - Middle School

Thurs. June 8 - MHS 2:00 pm

- Samohi 5:30 pm

Wed. May 31 - Olympic HS 5:30 pm

#### Parent Conference Days (TK-5):

Nov. 4 - Nov. 10, 2016

#### Testing Dates: expected, not confirmed

AP Testing: May 1- May 12, 2017

STAR: April 20 - May 18, 2017

SBAC: April 20 - May 29, 2017

#### TK/Kindergarten Roundup:

Jan. 30 - Feb. 10, 2017

#### Final Exams:

Malibu MS/HS: Dec. 21-23, 2016

June 6-8, 2017

Samohi: Dec. 20-23, 2016

June 5-8, 2017

#### Summer School:

IISS: June 19-July 14, 2017

Credit Recovery: June 19-Jul 21, 2017

#### TK-5 Grading Periods:

Conference: Nov. 4, 2016

Winter Grading: Feb. 10, 2017

Spring Grading: June 9, 2017

#### 6-12 Grading Periods

Aug. 22 - Sept. 30, 2016

Oct. 4 - Nov. 10, 2016

Nov. 14 - Dec. 23, 2016

Jan. 9 - Feb. 24, 2017

Feb. 27 - April 28, 2017

May 1 - June 9, 2017



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

Revised

3/5/15 130

**APPENDIX B-1a**  
**Certificated Teaching/Counseling Salary Schedule, effective 1/1/16**

	GROUP I		GROUP II		GROUP III		GROUP IV		GROUP V		GROUP VI		
	BA Degree Plus 0 - 13 Graduate Level Semester Units		BA Degree Plus 14 - 27 Graduate Level Semester Units		BA Degree Plus 28 - 41 Graduate Level Semester Units		BA Degree Plus 42 - 55 Graduate Level Semester Units		BA Degree + 56 sem. Plus 56 - 69 Graduate Level Semester Units		BA Degree Plus 70 or more Graduate Level Semester Units		
	ANNUAL	DAILY	ANNUAL	DAILY	ANNUAL	DAILY	ANNUAL	DAILY	ANNUAL	DAILY	ANNUAL	DAILY	
1	\$48,881.40	\$265.66	\$48,881.40	\$265.66	\$48,881.40	\$265.66	\$51,727.59	\$281.13	\$54,923.25	\$298.50	\$58,118.92	\$315.86	1
2	\$48,881.40	\$265.66	\$48,881.40	\$265.66	\$50,538.71	\$274.67	\$53,734.38	\$292.03	\$56,930.06	\$309.40	\$60,125.72	\$326.77	2
3	\$48,881.40	\$265.66	\$49,349.96	\$268.21	\$52,545.51	\$285.57	\$55,741.18	\$302.94	\$58,936.85	\$320.31	\$62,132.53	\$337.68	3
4	\$48,881.40	\$265.66	\$51,356.76	\$279.11	\$54,552.31	\$296.48	\$57,747.98	\$313.85	\$60,943.65	\$331.22	\$64,139.32	\$348.58	4
5	\$50,167.89	\$272.65	\$53,363.56	\$290.02	\$56,559.11	\$307.39	\$59,754.78	\$324.75	\$62,950.44	\$342.12	\$66,146.12	\$359.49	5
6	\$52,174.68	\$283.56	\$55,370.35	\$300.93	\$58,565.90	\$318.29	\$61,761.58	\$335.66	\$64,957.25	\$353.03	\$68,152.91	\$370.40	6
7	\$54,181.49	\$294.46	\$57,377.04	\$311.83	\$60,572.70	\$329.20	\$63,768.37	\$346.57	\$66,964.05	\$363.94	\$70,159.72	\$381.30	7
8	\$56,188.28	\$305.37	\$59,383.96	\$322.74	\$62,579.50	\$340.11	\$65,775.17	\$357.47	\$68,970.84	\$374.84	\$72,166.51	\$392.21	8
9	\$58,195.08	\$316.28	\$61,390.75	\$333.65	\$64,586.30	\$351.01	\$67,781.97	\$368.38	\$70,977.64	\$385.75	\$74,173.31	\$403.12	9
10	\$60,201.87	\$327.18	\$63,397.55	\$344.55	\$66,593.10	\$361.92	\$69,788.77	\$379.29	\$72,984.43	\$396.65	\$76,180.11	\$414.02	10
11	\$62,208.68	\$338.09	\$65,403.74	\$355.46	\$68,599.89	\$372.83	\$71,795.56	\$390.19	\$74,991.24	\$407.56	\$78,186.90	\$424.93	11
12	\$64,215.47	\$349.00	\$67,411.15	\$366.36	\$70,606.70	\$383.73	\$73,802.36	\$401.10	\$76,998.03	\$418.47	\$80,193.71	\$435.84	12
											\$80,193.71	\$435.84	13
											\$80,193.71	\$435.84	14
											\$83,205.18	\$452.20	15
											\$83,205.18	\$452.20	16
											\$83,205.18	\$452.20	17
											\$98,262.65	\$534.04	18

The ANNUAL SALARIES calculated above are based on a 184-day work year.

**COUNSELORS** Annual salaries for counselors are calculated by multiplying above daily rates by 194 days for high school and 201 days for middle school.

**STUDENT SUP. SPECIALISTS** Annual salaries for student support specialists are calculated by adding \$10,920 to the annual salary. The work year is 196 days, 8.5 hours/day including 30 min. lunch.

**SPECIAL ED** Special Education Employees ONLY \$1,908.00

**INCREMENTS:** M.A. = \$1,908.00 DOCTORATE = \$3,578.00

**CAREER INCREMENTS**  
 Step 15 Career increment of \$3,011.47 upon completion of 3 years at GROUP VI, STEP 12.  
 Step 18 Career increment of \$15,057.47 upon completion of 3 years at GROUP VI, STEP 15.

**ROP** GROUP I = Preliminary Vocational Ed. Credential (PVEC), GROUP II = PVEC + 42 sem. units or Clear Vocational Ed. Credential (CVEC), GROUP III = CVEC + 56 units, GROUP IV = CVEC + 70 units, GROUP V = CVEC + 84 units, GROUP VI = CVEC + BA.

**NBPTS** Effective July 1, 2003, teachers who have earned National Board Certification shall have \$10,000 per year added to their base salary, as per Article XXIV.B  
 Effective July 1, 2005, teachers who have earned National Board Certification shall have \$5,000 per year added to their base salary, as per Article XXIV.B  
 Effective July 1, 2014, teachers who have earned National Board Certification shall have \$3,578 per year added to their base salary, as per Article XXIV.B

BOARD RATIFIED: 1/21/2016  
 6% Increase

**APPENDIX B-1b**  
**Certificated Teaching/Counseling Salary Schedule, effective 7/1/16**

GROUP I			GROUP II			GROUP III			GROUP IV			GROUP V			GROUP VI		
BA Degree Plus 0 - 13 Graduate Level Semester Units			BA Degree Plus 14 - 27 Graduate Level Semester Units			BA Degree Plus 28 - 41 Graduate Level Semester Units			BA Degree Plus 42 - 55 Graduate Level Semester Units			BA Degree + 56 sem. Plus 56 - 69 Graduate Level Semester Units			BA Degree Plus 70 or more Graduate Level Semester Units		
ANNUAL	DAILY		ANNUAL	DAILY		ANNUAL	DAILY		ANNUAL	DAILY		ANNUAL	DAILY		ANNUAL	DAILY	
1	\$49,859.03	\$270.97	\$49,859.03	\$270.97		\$49,859.03	\$270.97		\$52,762.14	\$286.75		\$56,021.72	\$304.47		\$59,281.30	\$322.18	
2	\$49,859.03	\$270.97	\$49,859.03	\$270.97		\$51,549.48	\$280.16		\$54,809.07	\$297.88		\$58,068.66	\$315.59		\$61,328.23	\$333.31	
3	\$49,859.03	\$270.97	\$50,336.96	\$273.57		\$53,596.42	\$291.28		\$56,856.00	\$309.00		\$60,115.59	\$326.72		\$63,375.18	\$344.43	
4	\$49,859.03	\$270.97	\$52,383.90	\$284.70		\$55,643.36	\$302.41		\$58,902.94	\$320.12		\$62,162.52	\$337.84		\$65,422.11	\$355.55	
5	\$51,171.25	\$278.10	\$54,430.83	\$295.82		\$57,690.29	\$313.53		\$60,949.88	\$331.25		\$64,209.45	\$348.96		\$67,469.04	\$366.68	
6	\$53,218.17	\$289.23	\$56,477.76	\$306.94		\$59,737.22	\$324.66		\$62,996.81	\$342.37		\$66,256.40	\$360.09		\$69,515.97	\$377.80	
7	\$55,265.12	\$300.35	\$58,524.58	\$318.07		\$61,784.15	\$335.78		\$65,043.74	\$353.50		\$68,303.33	\$371.21		\$71,562.91	\$388.93	
8	\$57,312.05	\$311.48	\$60,571.64	\$329.19		\$63,831.09	\$346.91		\$67,090.68	\$364.62		\$70,350.26	\$382.34		\$73,609.84	\$400.05	
9	\$59,358.98	\$322.60	\$62,618.57	\$340.32		\$65,878.03	\$358.03		\$69,137.60	\$375.75		\$72,397.19	\$393.46		\$75,656.78	\$411.18	
10	\$61,405.91	\$333.73	\$64,665.50	\$351.44		\$67,924.96	\$369.16		\$71,184.54	\$386.87		\$74,444.12	\$404.59		\$77,703.71	\$422.30	
11	\$63,452.85	\$344.85	\$66,711.81	\$362.56		\$69,971.89	\$380.28		\$73,231.47	\$398.00		\$76,491.07	\$415.71		\$79,750.64	\$433.43	
12	\$65,499.78	\$355.98	\$68,759.37	\$373.69		\$72,018.83	\$391.41		\$75,278.41	\$409.12		\$78,537.99	\$426.84		\$81,797.58	\$444.55	
The ANNUAL SALARIES calculated above are based on a 184-day work year.															\$81,797.58	\$444.55	
															\$81,797.58	\$444.55	
															\$84,869.28	\$461.25	
															\$84,869.28	\$461.25	
															\$84,869.28	\$461.25	
															\$100,227.90	\$544.72	

COUNSELORS

Annual salaries for counselors are calculated by multiplying above daily rates by 194 days for high school and 201 days for middle school.

**COUNSELORS** Annual salaries for counselors are calculated by multiplying above daily rates by 194 days for high school and 201 days for middle school.

**STUDENT SUP. SPECIALISTS** Annual salaries for student support specialists are calculated by adding \$10,920 to the annual salary. The work year is 196 days, 8.5 hours/day including 30 min. lunch.

**SPECIAL ED** Special Education Employees ONLY \$1,946.00

**INCREMENTS:** M.A. = \$1,946.00 DOCTORATE = \$3,650.00

**CAREER INCREMENTS**  
**Step 15** Career increment of \$3,071.70 upon completion of 3 years at GROUP VI, STEP 12.  
**Step 18** Career increment of \$15,358.62 upon completion of 3 years at GROUP VI, STEP 15.

**ROP** GROUP I = Preliminary Vocational Ed. Credential (PVEC), GROUP II = PVEC + 42 sem. units or Clear Vocational Ed. Credential (CVEC), GROUP III = CVEC + 56 units, GROUP IV = CVEC + 70 units, GROUP V = CVEC + 84 units, GROUP VI = CVEC + BA.

**NBPTS** Effective July 1, 2003, teachers who have earned National Board Certification shall have \$10,000 per year added to their base salary, as per Article XXIV.B  
Effective July 1, 2005, teachers who have earned National Board Certification shall have \$5,000 per year added to their base salary, as per Article XXIV.B  
Effective July 1, 2014, teachers who have earned National Board Certification shall have \$3,650 per year added to their base salary, as per Article XXIV.B

BOARD RATIFIED: 1/21/2016  
2% Increase

# **APPENDIX B-2a** **Child Development Services Teacher Salary Schedule, effective 1/1/6**

		GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V	GROUP VI	GROUP VII	
	Work Days	0 - 59 Sem. Units	60 - 89 Sem. Units	90 - 123 Sem. Units	BA or 124 Sem. Units	BA + 14 Sem. Units	BA + 28 Sem. Units	BA + 42 Sem. Units	Work Days
Step 1	183-day	\$ 25,989.06	\$ 27,715.49	\$ 29,442.90	\$ 31,169.22	\$ 32,896.74	\$ 34,624.15	\$ 36,350.58	183-day Step 1
Step 2	183-day	\$ 27,143.25	\$ 28,870.77	\$ 30,597.09	\$ 32,324.62	\$ 34,050.93	\$ 35,778.34	\$ 37,505.86	183-day Step 2
Step 3	183-day	\$ 28,297.56	\$ 30,024.97	\$ 31,751.28	\$ 33,478.81	\$ 35,206.21	\$ 36,932.65	\$ 38,660.06	183-day Step 3
Step 4	183-day	\$ 29,452.84	\$ 31,179.16	\$ 32,907.06	\$ 34,633.00	\$ 36,360.41	\$ 38,087.93	\$ 39,814.25	183-day Step 4
Step 5	183-day	\$ 30,607.03	\$ 32,334.44	\$ 34,060.87	\$ 35,788.28	\$ 37,514.71	\$ 39,242.12	\$ 40,969.65	183-day Step 5
Step 6	183-day	\$ 31,761.23	\$ 33,488.75	\$ 35,216.16	\$ 36,942.47	\$ 38,670.00	\$ 40,396.31	\$ 42,123.84	183-day Step 6
Step 7	183-day	\$ 32,916.51	\$ 34,642.94	\$ 36,370.35	\$ 38,096.78	\$ 39,824.19	\$ 41,551.71	\$ 43,278.03	183-day Step 7
Step 8	183-day	\$ 34,070.82	\$ 35,798.22	\$ 37,524.54	\$ 39,252.07	\$ 40,978.38	\$ 42,705.91	\$ 44,433.31	183-day Step 8
Step 9	183-day	\$ 35,225.01	\$ 36,952.42	\$ 38,679.94	\$ 40,406.26	\$ 42,133.78	\$ 43,860.10	\$ 45,587.50	183-day Step 9
Step 10	183-day	\$ 35,225.01	\$ 36,952.42	\$ 38,679.94	\$ 41,561.54	\$ 43,287.97	\$ 45,015.38	\$ 46,751.64	183-day Step 10
Step 11	183-day	\$ 35,225.01	\$ 36,952.42	\$ 38,679.94	\$ 42,718.03	\$ 44,437.80	\$ 46,168.48	\$ 47,899.28	183-day Step 11
Step 12	183-day	\$ 36,577.59	\$ 38,305.11	\$ 40,031.43	\$ 43,870.04	\$ 45,597.45	\$ 47,323.88	\$ 49,051.29	183-day Step 12
Step 13	183-day	\$ 36,577.59	\$ 38,305.11	\$ 40,031.43	\$ 45,025.32	\$ 46,751.64	\$ 48,479.16	\$ 50,205.48	183-day Step 13
Step 14	183-day	\$ 36,577.59	\$ 38,305.11	\$ 40,031.43	\$ 46,179.51	\$ 47,905.95	\$ 49,633.36	\$ 51,360.76	183-day Step 14
Step 15	183-day	\$ 37,930.29	\$ 39,656.60	\$ 41,385.22	\$ 47,333.71	\$ 49,061.23	\$ 50,787.55	\$ 52,515.07	183-day Step 15
					\$ 47,333.71	\$ 49,061.23	\$ 50,787.55	\$ 52,515.07	183-day Step 16
					\$ 47,333.71	\$ 49,061.23	\$ 50,787.55	\$ 52,515.07	183-day Step 17
					\$ 50,038.50	\$ 51,765.55	\$ 53,492.58	\$ 55,219.50	183-day Step 18

## **STIPENDS**

M.A. DEGREE \$ 1,353.00

CREDENTIAL \$ 1,353.00

(Authorizing K-12 Instruction)

BRD. RATIFIED 01/21/16  
6% Increase



Maximum entry level for new teachers

# **APPENDIX B-2b** **Child Development Services Teacher Salary Schedule, effective 7/1/16**

		GROUP I	GROUP II	GROUP III	GROUP IV	GROUP V	GROUP VI	GROUP VII	
	Work Days	0 - 59 Sem. Units	60 - 89 Sem. Units	90 - 123 Sem. Units	BA or 124 Sem. Units	BA + 14 Sem. Units	BA + 28 Sem. Units	BA + 42 Sem. Units	Work Days
Step 1	183-day	\$ 26,508.84	\$ 28,269.80	\$ 30,031.76	\$ 31,792.60	\$ 33,554.68	\$ 35,316.63	\$ 37,077.59	183-day
Step 2	183-day	\$ 27,686.12	\$ 29,448.20	\$ 31,209.03	\$ 32,971.11	\$ 34,731.95	\$ 36,493.91	\$ 38,255.98	183-day
Step 3	183-day	\$ 28,863.51	\$ 30,625.47	\$ 32,386.31	\$ 34,148.39	\$ 35,910.34	\$ 37,671.30	\$ 39,433.26	183-day
Step 4	183-day	\$ 30,041.90	\$ 31,802.74	\$ 33,564.82	\$ 35,325.66	\$ 37,087.62	\$ 38,849.69	\$ 40,610.54	183-day
Step 5	183-day	\$ 31,219.17	\$ 32,981.13	\$ 34,742.09	\$ 36,504.05	\$ 38,265.01	\$ 40,026.96	\$ 41,789.05	183-day
Step 6	183-day	\$ 32,396.46	\$ 34,158.53	\$ 35,920.48	\$ 37,681.32	\$ 39,443.40	\$ 41,204.24	\$ 42,966.32	183-day
Step 7	183-day	\$ 33,574.84	\$ 35,335.80	\$ 37,097.76	\$ 38,858.72	\$ 40,620.67	\$ 42,382.75	\$ 44,143.59	183-day
Step 8	183-day	\$ 34,752.24	\$ 36,514.19	\$ 38,275.03	\$ 40,037.11	\$ 41,797.95	\$ 43,560.02	\$ 45,321.98	183-day
Step 9	183-day	\$ 35,929.51	\$ 37,691.47	\$ 39,453.54	\$ 41,214.39	\$ 42,976.46	\$ 44,737.30	\$ 46,499.26	183-day
Step 10	183-day	\$ 35,929.51	\$ 37,691.47	\$ 39,453.54	\$ 42,392.77	\$ 44,153.73	\$ 45,915.69	\$ 47,686.67	183-day
Step 11	183-day	\$ 35,929.51	\$ 37,691.47	\$ 39,453.54	\$ 43,572.39	\$ 45,326.56	\$ 47,091.85	\$ 48,857.27	183-day
Step 12	183-day	\$ 37,309.14	\$ 39,071.22	\$ 40,832.06	\$ 44,747.44	\$ 46,509.40	\$ 48,270.36	\$ 50,032.32	183-day
Step 13	183-day	\$ 37,309.14	\$ 39,071.22	\$ 40,832.06	\$ 45,925.83	\$ 47,686.67	\$ 49,448.75	\$ 51,209.59	183-day
Step 14	183-day	\$ 37,309.14	\$ 39,071.22	\$ 40,832.06	\$ 47,103.11	\$ 48,864.07	\$ 50,626.03	\$ 52,387.98	183-day
Step 15	183-day	\$ 38,688.90	\$ 40,449.74	\$ 42,212.92	\$ 48,280.38	\$ 50,042.46	\$ 51,803.30	\$ 53,565.37	183-day
					\$ 48,280.38	\$ 50,042.46	\$ 51,803.30	\$ 53,565.37	183-day
					\$ 48,280.38	\$ 50,042.46	\$ 51,803.30	\$ 53,565.37	183-day
					\$ 51,039.27	\$ 52,800.86	\$ 54,562.43	\$ 56,323.89	183-day

## **STIPENDS**

M.A. DEGREE \$ 1,380.00

CREDENTIAL \$ 1,380.00

(Authorizing K-12 Instruction)

BRD. RATIFIED 01/21/16  
2% Increase



Maximum entry level for new teachers

APPENDIX B-3a

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

**MISCELLANEOUS CERTIFICATED COMPENSATION**

Effective January 1, 2016

**ADDITIONAL COMPENSATION - ARTICLE XX**

1 Extended Duty Unit: \$283.00

**DEPARTMENT CHAIRPERSON INCREMENT**

<u>People</u>	<u>Units</u>	<u>Amount</u>
1- 2	2	\$ 566
3- 4	6	\$1,698
5- 6	8	\$2,264
7- 8	10	\$2,830
9-12	12	\$3,396
13/+	14	\$3,962

**HOURLY RATES FOR TEACHERS**

@ \$49.98

Adult Ed and ROP teachers

@ \$44.60

Adult Ed substitutes, Established Hourly, Home Teachers, Saturday Work Study, etc.

**SUBSTITUTE TEACHERS K-12**

Level 1 and Level 2	\$179.00
Long-Term Assignment	\$232.00
Long-Term Leave Assignment	Group 1 Step 1 on Certificated Teaching/Counseling Salary Schedule

**SUBSTITUTE TEACHERS - CHILD DEVELOPMENT PROGRAMS**

Hourly Rate: \$17.85

APPENDIX B-3b

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

**MISCELLANEOUS CERTIFICATED COMPENSATION**

Effective July 1, 2016

**ADDITIONAL COMPENSATION - ARTICLE XX**

1 Extended Duty Unit: \$289.00

**DEPARTMENT CHAIRPERSON INCREMENT**

<u>People</u>	<u>Units</u>	<u>Amount</u>
1- 2	2	\$ 578
3- 4	6	\$1,734
5- 6	8	\$2,312
7- 8	10	\$2,890
9-12	12	\$3,468
13/+	14	\$4,046

**HOURLY RATES FOR TEACHERS**

@ \$50.98

Adult Ed and ROP teachers

@ \$45.49

Adult Ed substitutes, Established Hourly, Home Teachers, Saturday Work Study, etc.

**SUBSTITUTE TEACHERS K-12**

Level 1 and Level 2	\$183.00
Long-Term Assignment	\$237.00
Long-Term Leave Assignment	Group 1 Step 1 on Certificated Teaching/Counseling Salary Schedule

**SUBSTITUTE TEACHERS - CHILD DEVELOPMENT PROGRAMS**

Hourly Rate: \$18.21

## APPENDIX C

### **SMMUSD OBSERVATION/EVALUATION FORMS**

*Revised effective July 1, 2015*

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## BASELINE TEACHER COMPETENCIES

### I. Demonstrates Instructional Effectiveness

- A. Identifies students' learning needs and uses a variety of instructional techniques to meet these needs
  - ☐ Monitors students' learning
  - ☐ Adjusts instruction and selection of materials whenever possible
  - ☐ Attempts to make lessons meaningful to students
  - ☐ Evaluates students' progress
- B. Demonstrates effective communication
  - ☐ Communicates students' achievement objectives
  - ☐ Presents information in a manner that is clear, accurate, and understandable
  - ☐ Informs students of their progress and provides necessary feedback in a timely manner
- C. Uses current and accurate knowledge of the subject matter being taught
- D. Uses methodology appropriate to the content area

### II. Develops Classroom Management

- A. Develops classroom procedures
  - ☐ Establishes effective routines
  - ☐ Provides for smooth transitions from activity to activity
- B. Organizes the physical setting within the limits imposed by the assignment
  - ☐ Arranges physical setting to meet curricular needs
  - ☐ Has appropriate materials ready for use
  - ☐ Creates attractive room environment
- C. Communicates expectations for work habits, classroom procedures, and interpersonal behavior
- D. Interacts with all students consistently and fairly
  - ☐ Establishes clear expectations and appropriate consequences
  - ☐ Demonstrates an attitude of respect, acceptance, openness, responsiveness, courtesy, and consideration
- E. Maintains effective classroom control
  - ☐ Maintains an approach to discipline that is fair and consistent
  - ☐ Creates opportunities for students' success
  - ☐ Maximizes the amount of time students spend on a task

### III. Demonstrates Professionalism

- A. Adheres to state, District, and school regulations, goals, and programs
  - ☐ Meets contractual obligations
- B. Prepares and keeps adequate and accurate records as required by law, District, and site administrator
  - ☐ Maintains roll, attendance, and grade documentation
  - ☐ Provides lesson plans and seating charts
- C. Recognizes the value of continuing professional growth
- D. Recognizes position as a role model
  - ☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

# **BASELINE LIBRARY MEDIA TEACHER COMPETENCIES**

## **I. Demonstrates Instructional & Curricular Effectiveness**

- A. Teams with teachers in planning, teaching, and evaluating instruction in information access and use
- B. Assists in the use of technology to access information
- C. Uses a variety of instructional methods with different user groups and demonstrates the effective use of new technology
- D. Assesses, develops, and evaluates the library media collection to meet school, program, and students' needs
- E. Participates in District, site, department, and grade level curriculum development and assessment projects on a regular basis
- F. Provides leadership in the assessment, evaluation, and implementation of information and instructional technology
- G. Assists teachers in using information resources, acquiring and assessing instructional materials, and incorporating information skills into the classroom curriculum

## **II. Demonstrates Administrative & Technical Management**

- A. Budgeting
  - Develops a budget for library media resources and technology which reflects the needs, goals, and objectives of the school and library media program
  - Involves school community in selecting, using, and evaluating resources, technology, and facilities
- B. Accessibility of materials
  - Provides intellectual and physical access to information
- C. Appearance of facility
  - Maintains a well-organized and attractive media center
- D. Communication
  - Articulates library media program goals and accomplishments to administrators, teachers, students, parents, and community
  - Trains, evaluates, and provides leadership to library personnel

## **III. Demonstrates Professionalism**

- A. Adheres to state, District, and school regulations, goals, and programs
  - Meets contractual obligations
- B. Prepares and keeps adequate and accurate records as required by law, District, and site administrator.
- C. Recognizes the value of continuing professional growth
- D. Recognizes position as a role model
  - Maintains a professional attitude toward students, parents, colleagues, and school programs

## **BASELINE SCHOOL NURSE COMPETENCIES**

### **I. Demonstrates Instructional & Collaborative Effectiveness**

- A. Facilitates self-care strategies for staff and students emphasizing prevention of illness and disability
- B. Supervises and provides care for ill and injured students and staff
- C. Provides current and accurate knowledge of the subject matter being taught
- D. Interprets health needs of students to school personnel, parents, and other appropriate service providers
- E. Serves in the position of health resource to students, parents, and staff

### **II. Demonstrates Administrative & Technical Effectiveness**

- A. Conducts required screening of all students
- B. Makes recommendations for remediation of health-related barriers to learning
- C. Assesses, develops, and evaluates the health program to meet school needs
- D. Trains and supervises paraprofessionals and volunteers working with health-impaired students
- E. Uses agencies to assure continuity of services
  - ☐ Refers students and parents/guardians to appropriate community resources for necessary services
  - ☐ Maintains communication with parents and service providers to promote needed treatment
- F. Maintains a well-organized health office, balancing the various duties of the job

### **III. Demonstrates Professionalism**

- A. Adheres to state, District, and school regulations, goals, and programs
  - ☐ Meets contractual obligations
- B. Prepares and keeps adequate records as required by law, District, and site administrator
- C. Recognizes the value of continuing professional growth
- D. Recognizes position as a role model
  - ☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

**REV: 11/20/02**

## WORKING FORM

**This form is to be completed by all Certificated Non-Administrative Personnel and the evaluator on or before October 15 mutually agreed upon within five (5) days.**

Name\_\_\_\_\_Date\_\_\_\_\_

School\_\_\_\_\_

Area of Present Assignment\_\_\_\_\_

Evaluator\_\_\_\_\_Date\_\_\_\_\_

**Please select from each area of the attached Baseline Competencies in formulating your goals and objectives.**

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

\_\_\_\_\_  
*Administrative Signature* *Date*

## NON-TENURED TEACHER LESSON OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### I. Demonstrates Instructional Effectiveness

- A. Identifies students' learning needs and uses a variety of instructional techniques to meet these needs
- ☐ Monitors students' learning
  - ☐ Adjusts instruction and selection of materials whenever possible
  - ☐ Attempts to make lessons meaningful to students
  - ☐ Evaluates students' progress
- B. Demonstrates effective communication
- ☐ Communicates students' achievement objectives
  - ☐ Presents information in a manner that is clear, accurate, and understandable
  - ☐ Informs students of their progress and provides necessary feedback in a timely manner
- C. Uses current and accurate knowledge of the subject matter being taught
- D. Uses methodology appropriate to the content area

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### II. Develops Classroom Management

- A. Develops classroom procedures
- ☐ Establishes effective routines
  - ☐ Provides for smooth transitions from activity to activity

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

B. Organizes the physical setting within the limits imposed by the assignment

- ☐ Arranges physical setting to meet curricular needs
- ☐ Has appropriate materials ready for use
- ☐ Creates attractive room environment

C. Communicates expectations for work habits, classroom procedures, and interpersonal behavior

D. Interacts with all students consistently and fairly

- ☐ Establishes clear expectations and appropriate consequences
- ☐ Demonstrates an attitude of respect, acceptance, openness, responsiveness, courtesy, and consideration

E. Maintains effective classroom control

- ☐ Maintains an approach to discipline that is fair and consistent
- ☐ Creates opportunities for students' success
- ☐ Maximizes the amount of time students spend on a task

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

Date of observation conference \_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

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

Date \_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*  
*I DISAGREE WITH THE OBSERVATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
Date

---

Date

Administrative Signature

Title of Position

Rev: 10/15/02

## TENURED TEACHER LESSON OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional Effectiveness**

- A. Identifies students' learning needs and uses a variety of instructional techniques to meet these needs
- ☐ Monitors students' learning
  - ☐ Adjusts instruction and selection of materials whenever possible
  - ☐ Attempts to make lessons meaningful to students
  - ☐ Evaluates students' progress
- B. Demonstrates effective communication
- ☐ Communicates students' achievement objectives
  - ☐ Presents information in a manner that is clear, accurate, and understandable
  - ☐ Informs students of their progress and provides necessary feedback in a timely manner
- C. Uses current and accurate knowledge of the subject matter being taught
- D. Uses methodology appropriate to the content area

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

Teacher receiving a "Needs to Improve" or "Unsatisfactory" on a first observation by an administrator other than the principal, must then be observed and evaluated by the principal.

### **II. Develops Classroom Management**

- A. Develops classroom procedures
- ☐ Establishes effective routines
  - ☐ Provides for smooth transitions from activity to activity

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

B. Organizes the physical setting within the limits imposed by the assignment

- ☐ Arranges physical setting to meet curricular needs
- ☐ Has appropriate materials ready for use
- ☐ Creates attractive room environment

C. Communicates expectations for work habits, classroom procedures, and interpersonal behavior

D. Interacts with all students consistently and fairly

- ☐ Establishes clear expectations and appropriate consequences
- ☐ Demonstrates an attitude of respect, acceptance, openness, responsiveness, courtesy, and consideration

E. Maintains effective classroom control

- ☐ Maintains an approach to discipline that is fair and consistent
- ☐ Creates opportunities for students' success
- ☐ Maximizes the amount of time students spend on a task

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

Date of observation conference \_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.  
I DISAGREE WITH THE OBSERVATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
Date \_\_\_\_\_

---

Date

Administrative Signature

Title of Position

REV: 10/15/02

## NON-TENURED TEACHER EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional Effectiveness**

- A. Identifies students' learning needs and uses a variety of instructional techniques to meet these needs
  - ☐ Monitors students' learning
  - ☐ Adjusts instruction and selection of materials whenever possible
  - ☐ Attempts to make lessons meaningful to students
  - ☐ Evaluates students' progress
- B. Demonstrates effective communication
  - ☐ Communicates students' achievement objectives
  - ☐ Presents information in a manner that is clear, accurate, and understandable
  - ☐ Informs students of their progress and provides necessary feedback in a timely manner
- C. Uses current and accurate knowledge of the subject matter being taught
- D. Uses methodology appropriate to the content area

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Develops Classroom Management**

- A. Develops classroom procedures
  - ☐ Establishes effective routines
  - ☐ Provides for smooth transitions from activity to activity

- B. Organizes the physical setting within the limits imposed by the assignment
  - ☐ Arranges physical setting to meet curricular needs
  - ☐ Has appropriate materials ready for use
  - ☐ Creates attractive room environment
- C. Communicates expectations for work habits, classroom procedures, and interpersonal behavior
- D. Interacts with all students consistently and fairly
  - ☐ Establishes clear expectations and appropriate consequences
  - ☐ Demonstrates an attitude of respect, acceptance, openness, responsiveness, courtesy, and consideration
- E. Maintains effective classroom control
  - ☐ Maintains an approach to discipline that is fair and consistent
  - ☐ Creates opportunities for students' success
  - ☐ Maximizes the amount of time students spend on a task

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

### **III. Demonstrates Professionalism**

- A. Adheres to state, District, and school regulations, goals, and programs
  - ☐ Meets contractual obligations
- B. Prepares and keeps adequate and accurate records as required by law, District, and site administrator
  - ☐ Maintains roll, attendance, and grade documentation
  - ☐ Provides lesson plans and seating charts
- C. Recognizes the value of continuing professional growth

TEACHER\_\_\_\_\_SCHOOL\_\_\_\_\_

D. Recognizes position as a role model

☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

### Evaluation Summary:

☐ Recommended for re-employment consideration, should an appropriate position be available.  
NOTE: Final decision on re-employment may not be made until the end of the current school year.

☐ Recommended for re-employment consideration with Needed Improvement, should an appropriate position be available. NOTE: Final decision on re-employment may not be made until the end of the current school year.

☐ NOT Recommended for Reemployment

Date of evaluation conference\_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached\_\_\_\_\_

Date

Date

Administrative Signature

Title of Position

REV: 11/20/02

## TENURED TEACHER EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional Effectiveness**

- A. Identifies students' learning needs and uses a variety of instructional techniques to meet these needs
- ☐ Monitors students' learning
  - ☐ Adjusts instruction and selection of materials whenever possible
  - ☐ Attempts to make lessons meaningful to students
  - ☐ Evaluates students' progress
- B. Demonstrates effective communication
- ☐ Communicates students' achievement objectives
  - ☐ Presents information in a manner that is clear, accurate, and understandable
  - ☐ Informs students of their progress and provides necessary feedback in a timely manner
- C. Uses current and accurate knowledge of the subject matter being taught
- D. Uses methodology appropriate to the content area

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

### **II. Develops Classroom Management**

- A. Develops classroom procedures
- ☐ Establishes effective routines
  - ☐ Provides for smooth transitions from activity to activity

- B. Organizes the physical setting within the limits imposed by the assignment
- ☐ Arranges physical setting to meet curricular needs
  - ☐ Has appropriate materials ready for use
  - ☐ Creates attractive room environment
- C. Communicates expectations for work habits, classroom procedures, and interpersonal behavior
- D. Interacts with all students consistently and fairly
- ☐ Establishes clear expectations and appropriate consequences
  - ☐ Demonstrates an attitude of respect, acceptance, openness, responsiveness, courtesy, and consideration
- E. Maintains effective classroom control
- ☐ Maintains an approach to discipline that is fair and consistent
  - ☐ Creates opportunities for students' success
  - ☐ Maximizes the amount of time students spend on a task

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

### **III. Demonstrates Professionalism**

- A. Adheres to state, District, and school regulations, goals, and programs
- ☐ Meets contractual obligations
- B. Prepares and keeps adequate and accurate records as required by law, District, and site administrator.
- ☐ Maintains roll, attendance, and grade documentation
  - ☐ Provides lesson plans and seating charts
- C. Recognizes the value of continuing professional growth

TEACHER\_\_\_\_\_SCHOOL\_\_\_\_\_

D. Recognizes position as a role model

☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

### Evaluation Summary:

☐ Recommended for Professional Growth Cycle

☐ NOT Recommended for Professional Growth Cycle

☐ Teacher receiving a "Needs to Improve" remains in the Two-Year Formal Evaluation Cycle

☐ Intervention Required

☐ An "*Unsatisfactory*" rating initiates the Intervention Cycle

Date of evaluation conference\_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached\_\_\_\_\_ Date\_\_\_\_\_

Date

Administrative Signature

Title of Position

## INTERVENTION EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional Effectiveness**

- A. Identifies students' learning needs and uses a variety of instructional techniques to meet these needs
- ☐ Monitors students' learning
  - ☐ Adjusts instruction and selection of materials whenever possible
  - ☐ Attempts to make lessons meaningful to students
  - ☐ Evaluates students' progress
- B. Demonstrates effective communication
- ☐ Communicates students' achievement objectives
  - ☐ Presents information in a manner that is clear, accurate, and understandable
  - ☐ Informs students of their progress and provides necessary feedback in a timely manner
- C. Uses current and accurate knowledge of the subject matter being taught
- D. Uses methodology appropriate to the content area

☐ Satisfactory

☐ Unsatisfactory

---

### **II. Develops Classroom Management**

- A. Develops classroom procedures
- ☐ Establishes effective routines
  - ☐ Provides for smooth transitions from activity to activity

- B. Organizes the physical setting within the limits imposed by the assignment
  - ☐ Arranges physical setting to meet curricular needs
  - ☐ Has appropriate materials ready for use
  - ☐ Creates attractive room environment
- C. Communicates expectations for work habits, classroom procedures, and interpersonal behavior
- D. Interacts with all students consistently and fairly
  - ☐ Establishes clear expectations and appropriate consequences
  - ☐ Demonstrates an attitude of respect, acceptance, openness, responsiveness, courtesy, and consideration
- E. Maintains effective classroom control
  - ☐ Maintains an approach to discipline that is fair and consistent
  - ☐ Creates opportunities for students' success
  - ☐ Maximizes the amount of time students spend on a task

☐ Satisfactory

☐ Unsatisfactory

### **III. Demonstrates Professionalism**

- A. Adheres to state, District, and school regulations, goals, and programs
  - ☐ Meets contractual obligations
- B. Prepares and keeps adequate and accurate records as required by law, District, and site administrator.
  - ☐ Maintains roll, attendance, and grade documentation
  - ☐ Provides lesson plans and seating charts
- C. Recognizes the value of continuing professional growth
- D. Recognizes position as a role model
  - ☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

☐ Satisfactory

☐ Unsatisfactory

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

## Evaluation Summary:

☐ Recommended for Professional Growth Cycle

☐ Recommended that *dismissal procedures* be initiated

Date of evaluation conference \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
Date

Date

Administrative Signature

Title of Position

## PROFESSIONAL GROWTH PLAN

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_

**BRIEFLY DESCRIBE YOUR PROFESSIONAL GROWTH PLAN INCLUDING  
PROJECTED CLASSROOM OUTCOMES:**

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

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

\_\_\_\_\_  
*Administrative Signature*

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

### **TIMELINE REMINDER**

- ☐ Initial Professional Growth Conference 11/1 to 11/15 of Year 3
- ☐ Teacher determines final plan and submits by 1/15 of Year 3
- ☐ Progress Report Conference by 5/30 of Year 3
- ☐ Final Summation Conference by 5/30 of Year 4

# PROFESSIONAL GROWTH

The Professional Growth Plan is designed to offer teachers the opportunity to enhance their instructional program and the students' classroom experience. Teachers are encouraged to select programs that they feel would best serve their professional needs and interests.

Some examples of professional growth:

- Develop a plan to become proficient in a new area of study
- Work on a new degree or credential
- Complete the 150 hours of State mandated Professional Growth requirements for renewing a credential
- Participate in or lead staff in-services
- Research and implement new teaching strategies
- Participate in District committees and organizations
- Examine the current literature in a particular field to upgrade knowledge of a particular subject area
- Take classes leading to increased mastery of subjects taught
- Attend professional conferences
- Experiment with interdisciplinary planning and teaching, team teaching, and peer coaching
- Observe other teachers to aid in one's own implementation of new ideas

## A CONFERENCE IS REQUIRED BY:

5/30 Year 3 – Professional Growth Conference for teachers in the third year of the Tenured Teacher Evaluation Cycle. If there is no progress on the Professional Growth Plan by 5/30 of Year 3, the teacher may choose to:

- Enter the 2-year Formal Evaluation Cycle beginning Year 4.
- Continue with Professional Growth plan providing evidence of progress toward goal by 10/1. The teacher will enter the 2-year Formal Evaluation cycle if no evidence of progress is provided by 10/1.

5/30 Year 4 – Final Professional Growth conference for teachers in the fourth year of the Tenured Teacher Evaluation Cycle. If there is no progress on the Professional Growth Plan by 5/30 of Year 4, the teacher will enter the 2-year Formal Evaluation Cycle, beginning Year 5.

## PREFERRED SUBSTITUTE TEACHER EVALUATION

(FOR SUBSTITUTE TEACHERS WHO HAVE SERVED MORE THAN 45 DAYS ON A DAY-TO-DAY BASIS)

Substitute teachers may be evaluated only by an administrator after direct observation and a personal conference. An evaluation shall take place after eighteen (18) days in a long-term assignment. Substitute teachers may request an evaluation after fifteen (15) days of service in the same school.

NAME OF SUBSTITUTETEACHER \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF ADMINISTRATOR \_\_\_\_\_

SCHOOL \_\_\_\_\_ ASSIGNMENT OBSERVED \_\_\_\_\_

My opinion of this guest teacher is as follows:

☐ Satisfactory

☐ Needs to Improve

☐ Unsatisfactory

COMMENTS: (Please provide specific feedback.)

---

Date of evaluation conference \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

REV: 7/1/05

## SUBSTITUTE TEACHER REPORT FORM

(TO BE LEFT BY SUBSTITUTE FOR THE REGULAR CLASSROOM TEACHER)

NAME OF SUBSTITUTE TEACHER \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF CLASSROOM TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

I had trouble finding:

\_\_\_\_ lesson plans

\_\_\_\_ class list(s)

\_\_\_\_ supplies

\_\_\_\_ Guided Study sheets

\_\_\_\_ evacuation plan

\_\_\_\_ teacher's manuals

\_\_\_\_ referral slips

\_\_\_\_ other (specify)

\_\_\_\_ seating chart

\_\_\_\_ bell schedule

\_\_\_\_ nurse slips

**Comments or Suggestions:**

---

Helpful Students (include details):

Action Taken:

Problem Students (include details):

Action Taken:

REV: November 11, 2002



## TEACHER/ADMINISTRATOR REPORT FORM

ADMINISTRATOR \_\_\_\_\_ SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_

SUBSTITUTE TEACHER \_\_\_\_\_ DATE \_\_\_\_\_

CLASSROOM TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

COMMENTS/SUGGESTIONS:

---

Date of report form conference \_\_\_\_\_  
Disposition:

*I have received a copy of the report form and discussed the contents with my administrative supervisor. A completed form will be submitted to Human Resources, and held in the employee's personnel file.*

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

*I DISAGREE WITH THE REPORT:*

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

☐ No Substitute comments attached ☐ Substitute comments attached \_\_\_\_\_  
Date

---

Date Administrator's Signature Title of Position

REV: 12/18/15

## SUBSTITUTE TEACHER OBSERVATION

(To be completed by Site Administrator)  
(OPTIONAL)

Teacher Being Observed:

Date:

Assignment:

Name of Administrator/Observer:

Performance Observations	Yes, No, Or N/A	Questions for Administrators	Answers/Comments
1. Did the substitute teacher follow the regular teachers' lesson plans?		6. How many times have you observed the substitute teacher?	
2. Did the substitute teacher's style or creativity contribute to the learning environment?		7. How long were in the classroom?	
3. Did the substitute teacher maintain effective classroom control?		8. Please comment on the substitute teacher's greatest strengths.	
4. Did the substitute teacher communicate expectations for work habits, classroom procedures, and behavior?		9. What suggestions would you make for improvements?	
5. Did the substitute teacher handle discipline situations in accordance with established school/district policies?		10. Would you invite this substitute teacher back again?	

COMMENTS:

## PROCEDURES FOR THE EVALUATION OF PREFERRED SUBSTITUTE TEACHERS

(SEE ARTICLE XXII.A. FOR DEFINITIONS)

*Revised 7/1/05*

1. At the discretion of the principal (or designated site administrator), a substitute teacher may be **observed** on an initial or subsequent visit to the school site. No formal evaluation shall be required of day-to-day substitute teachers unless the site administrator, after observation, feels that a problem may exist, or unless requested by the substitute teacher for purpose of feedback. In such instances, evaluation procedures consistent with those of other non-tenured teachers shall be initiated. Site Administrators may perform unannounced evaluations of a substitute teacher after two (2) complaints within a school year about that particular substitute teacher. In the absence of a formal evaluation, the substitute teacher's performance shall be considered satisfactory. Evaluations may take place at more than one school.
2. A formal evaluation shall consist of the following steps:
  - a) One or more observations by a site administrator totaling not less than twenty (20) minutes on any given date.
  - b) Completion of the district-approved Substitute Teacher Evaluation Form (13) by the site administrator. In the event of an unsatisfactory evaluation, an administrator must indicate on the evaluation form whether the evaluation pertains to one classroom, one grade level, or an entire school.
  - c) A personal meeting between the substitute teacher and the site administrator to discuss the evaluation. Both the teacher and the administrator must sign the evaluation form. A teacher who does not agree with the evaluation may attach a rebuttal.
3. Classroom teachers who are dissatisfied with a substitute teacher's performance may notify the site administrator so that formal evaluation procedures may be initiated. Form 13a (Classroom Teacher Comments/Substitute Teacher Report) may be used for this purpose. Comments from teachers do not constitute an evaluation, and may not be placed into a substitute teacher's personnel file.
4. A substitute teacher may not be denied assignments at that site or any other site until the evaluation is completed. No unsatisfactory evaluation may be placed into the substitute teacher's file prior to completion of the steps listed above. An unsatisfactory evaluation at one site does not preclude the substitute teacher from accepting assignments at other sites within the district.
5. A substitute teacher who receives an unsatisfactory evaluation but continues to be employed in the district for one (1) year from the date of the evaluation may request that the unsatisfactory evaluation be expunged from the individual's personnel file. The district shall comply with this request.
6. Substitute teachers who serve in long-term assignments of at least one (1) semester shall be evaluated in that semester. Substitute teachers who serve less than one (1) semester, but longer than six (6) weeks in the same assignment may be evaluated at the discretion of the administrator or upon request.

## NON-TENURED LIBRARY MEDIA TEACHER OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional & Curricular Effectiveness**

- A. Teams with teachers in planning, teaching, and evaluating instruction in information access and use
- B. Assists in the use of technology to access information
- C. Uses a variety of instructional methods with different user groups and demonstrates the effective use of new technology
- D. Assesses, develops, and evaluates the library media collection to meet school, program, and students' needs
- E. Participates in District, site, department, and grade level curriculum development and assessment projects on a regular basis
- F. Provides leadership in the assessment, evaluation, and implementation of information and instructional technology
- G. Assists teachers in using information resources, acquiring and assessing instructional materials, and incorporating information skills into the classroom curriculum

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Demonstrates Administrative & Technical Management**

- A. Budgeting
  - ☐ Develops a budget for library media resources and technology which reflects the needs, goals, and objectives of the school and library media program
  - ☐ Involves school community in selecting, using, and evaluating resources, technology, and facilities

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

B. Accessibility of materials

☐ Provides intellectual and physical access to information

C. Appearance of facility

☐ Maintains a well-organized and attractive media center

D. Communication

☐ Articulates library media program goals and accomplishments to administrators, teachers, students, parents, and community

☐ Trains, evaluates, and provides leadership to library personnel

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

Date of observation conference \_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.  
I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

REV: November 11, 2002

## TENURED LIBRARY MEDIA TEACHER OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional & Curricular Effectiveness**

- A. Teams with teachers in planning, teaching, and evaluating instruction in information access and use
- B. Assists in the use of technology to access information
- C. Uses a variety of instructional methods with different user groups and demonstrates the effective use of new technology
- D. Assesses, develops, and evaluates the library media collection to meet school, program, and students' needs
- E. Participates in District, site, department, and grade level curriculum development and assessment projects on a regular basis
- F. Provides leadership in the assessment, evaluation, and implementation of information and instructional technology
- G. Assists teachers in using information resources, acquiring and assessing instructional materials, and incorporating information skills into the classroom curriculum

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

### **II. Demonstrates Administrative & Technical Management**

#### A. Budgeting

- ☐ Develops a budget for library media resources and technology which reflects the needs, goals, and objectives of the school and library media program
- ☐ Involves school community in selecting, using, and evaluating resources, technology, and facilities

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

B. Accessibility of materials

☐ Provides intellectual and physical access to information

C. Appearance of facility

☐ Maintains a well-organized and attractive media center

D. Communication

☐ Articulates library media program goals and accomplishments to administrators, teachers, students, parents, and community

☐ Trains, evaluates, and provides leadership to library personnel

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

*Date of observation conference* \_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
*Date*

---

*Date*

*Administrative Signature*

*Title of Position*

REV: November 11, 2002

# NON-TENURED LIBRARY MEDIA TEACHER EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

## **I. Demonstrates Instructional & Curricular Effectiveness**

- A. Teams with teachers in planning, teaching, and evaluating instruction in information access and use
- B. Assists in the use of technology to access information
- C. Uses a variety of instructional methods with different user groups and demonstrates the effective use of new technology
- D. Assesses, develops, and evaluates the library media collection to meet school, program, and students' needs
- E. Participates in District, site, department, and grade level curriculum development and assessment projects on a regular basis
- F. Provides leadership in the assessment, evaluation, and implementation of information and instructional technology
- G. Assists teachers in using information resources, acquiring and assessing instructional materials, and incorporating information skills into the classroom curriculum

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

## **II. Demonstrates Administrative & Technical Management**

- A. Budgeting
  - ☐ Develops a budget for library media resources and technology which reflects the needs, goals, and objectives of the school and library media program
  - ☐ Involves school community in selecting, using, and evaluating resources, technology, and facilities

B. Accessibility of materials

- ☐ Provides intellectual and physical access to information

C. Appearance of facility

- ☐ Maintains a well-organized and attractive media center

D. Communication

- ☐ Articulates library media program goals and accomplishments to administrators, teachers, students, parents, and community
- ☐ Trains, evaluates, and provides leadership to library personnel

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

### **III. Demonstrates Professionalism**

A. Adheres to state, District, and school regulations, goals, and programs

- ☐ Meets contractual obligations

B. Prepares and keeps adequate and accurate records as required by law, District, and site administrator.

C. Recognizes the value of continuing professional growth

D. Recognizes position as a role model

- ☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

## Evaluation Summary:

☐ Recommended for re-employment consideration, should an appropriate position be available.  
NOTE: Final decision on re-employment may not be made until the end of the current school year.

☐ Recommended for re-employment consideration with Needed Improvement, should an appropriate position be available. NOTE: Final decision on re-employment may not be made until the end of the current school year.

☐ NOT Recommended for Reemployment

Date of evaluation conference \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

REV: 11/20/02

## TENURED LIBRARY MEDIA TEACHER EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional & Curricular Effectiveness**

- A. Teams with teachers in planning, teaching, and evaluating instruction in information access and use
- B. Assists in the use of technology to access information
- C. Uses a variety of instructional methods with different user groups and demonstrates the effective use of new technology
- D. Assesses, develops, and evaluates the library media collection to meet school, program, and students' needs
- E. Participates in District, site, department, and grade level curriculum development and assessment projects on a regular basis
- F. Provides leadership in the assessment, evaluation, and implementation of information and instructional technology
- G. Assists teachers in using information resources, acquiring and assessing instructional materials, and incorporating information skills into the classroom curriculum

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

### **II. Demonstrates Administrative & Technical Management**

- A. Budgeting
  - ☐ Develops a budget for library media resources and technology which reflects the needs, goals, and objectives of the school and library media program
  - ☐ Involves school community in selecting, using, and evaluating resources, technology, and facilities

B. Accessibility of materials

- ☐ Provides intellectual and physical access to information

C. Appearance of facility

- ☐ Maintains a well-organized and attractive media center

D. Communication

- ☐ Articulates library media program goals and accomplishments to administrators, teachers, students, parents, and community
- ☐ Trains, evaluates, and provides leadership to library personnel

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

### **III. Demonstrates Professionalism**

A. Adheres to state, District, and school regulations, goals, and programs

- ☐ Meets contractual obligations

B. Prepares and keeps adequate and accurate records as required by law, District, and site administrator.

C. Recognizes the value of continuing professional growth

D. Recognizes position as a role model

- ☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

## Evaluation Summary:

☐ Recommended for Professional Growth Cycle

☐ NOT Recommended for Professional Growth Cycle

☐ Teacher receiving a "Needs to Improve" remains in the Two-Year Formal Evaluation Cycle

☐ Intervention Required

☐ An "*Unsatisfactory*" rating initiates the Intervention Cycle

Date of evaluation conference \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

## NON-TENURED SCHOOL NURSE OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

NURSE \_\_\_\_\_ EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional & Collaborative Effectiveness**

- A. Facilitates self-care strategies for staff and students emphasizing prevention of illness and disability
- B. Supervises and provides care for ill and injured students and staff
- C. Provides current and accurate knowledge of the subject matter being taught
- D. Interprets health needs of students to school personnel, parents, and other appropriate service providers
- E. Serves in the position of health resource to students, parents, and staff

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Demonstrates Administrative & Technical Effectiveness**

- A. Conducts required screening of all students
- B. Makes recommendations for remediation of health-related barriers to learning
- C. Assesses, develops, and evaluates the health program to meet school needs
- D. Trains and supervises paraprofessionals and volunteers working with health-impaired students

NURSE \_\_\_\_\_ SCHOOL \_\_\_\_\_

E. Uses agencies to assure continuity of services

- ☐ Refers students and parents/guardians to appropriate community resources for necessary services
- ☐ Maintains communication with parents and service providers to promote needed treatment

F. Maintains a well-organized health office, balancing the various duties of the job

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

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Date of observation conference \_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Nurse comments attached

☐ Nurse comments attached \_\_\_\_\_  
Date

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Date

Administrative Signature

Title of Position

REV: November 11, 2002

## TENURED SCHOOL NURSE OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

NURSE \_\_\_\_\_ EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional & Collaborative Effectiveness**

- A. Facilitates self-care strategies for staff and students emphasizing prevention of illness and disability
- B. Supervises and provides care for ill and injured students and staff
- C. Provides current and accurate knowledge of the subject matter being taught
- D. Interprets health needs of students to school personnel, parents, and other appropriate service providers
- E. Serves in the position of health resource to students, parents, and staff

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

### **II. Demonstrates Administrative & Technical Effectiveness**

- A. Conducts required screening of all students
- B. Makes recommendations for remediation of health-related barriers to learning
- C. Assesses, develops, and evaluates the health program to meet school needs
- D. Trains and supervises paraprofessionals and volunteers working with health-impaired students

NURSE \_\_\_\_\_ SCHOOL \_\_\_\_\_

E. Uses agencies to assure continuity of services

- ☐ Refers students and parents/guardians to appropriate community resources for necessary services
- ☐ Maintains communication with parents and service providers to promote needed treatment

F. Maintains a well-organized health office, balancing the various duties of the job

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

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*Date of observation conference* \_\_\_\_\_

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*Nurse Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

*Nurse Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

☐ No Nurse comments attached

☐ Nurse comments attached \_\_\_\_\_  
*Date*

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*Date*

*Administrative Signature*

*Title of Position*

REV: November 11, 2002

## NON-TENURED SCHOOL NURSE EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

NURSE \_\_\_\_\_ EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional & Collaborative Effectiveness**

- A. Facilitates self-care strategies for staff and students emphasizing prevention of illness and disability
- B. Supervises and provides care for ill and injured students and staff
- C. Provides current and accurate knowledge of the subject matter being taught
- D. Interprets health needs of students to school personnel, parents, and other appropriate service providers
- E. Serves in the position of health resource to students, parents, and staff

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Demonstrates Administrative & Technical Effectiveness**

- A. Conducts required screening of all students
- B. Makes recommendations for remediation of health-related barriers to learning
- C. Assesses, develops, and evaluates the health program to meet school needs
- D. Trains and supervises paraprofessionals and volunteers working with health-impaired students

- E. Uses agencies to assure continuity of services
  - ☐ Refers students and parents/guardians to appropriate community resources for necessary services
  - ☐ Maintains communication with parents and service providers to promote needed treatment
- F. Maintains a well-organized health office, balancing the various duties of the job

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

### **III. Demonstrates Professionalism**

- A. Adheres to state, District, and school regulations, goals, and programs
  - ☐ Meets contractual obligations
- B. Prepares and keeps adequate records as required by law, District, and site administrator
- C. Recognizes the value of continuing professional growth
- D. Recognizes position as a role model
  - ☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

NURSE \_\_\_\_\_ SCHOOL \_\_\_\_\_

## Evaluation Summary:

- ☐ Recommended for re-employment consideration, should an appropriate position be available.  
NOTE: Final decision on re-employment may not be made until the end of the current school year.
- ☐ Recommended for re-employment consideration with Needed Improvement, should an appropriate position be available. NOTE: Final decision on re-employment may not be made until the end of the current school year.
- ☐ NOT Recommended for Reemployment

Date of evaluation conference \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Nurse comments attached

☐ Nurse comments attached \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

REV: 11/20/02

## TENURED SCHOOL NURSE EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

NURSE \_\_\_\_\_ EVALUATOR \_\_\_\_\_

### **I. Demonstrates Instructional & Collaborative Effectiveness**

- A. Facilitates self-care strategies for staff and students emphasizing prevention of illness and disability
- B. Supervises and provides care for ill and injured students and staff
- C. Provides current and accurate knowledge of the subject matter being taught
- D. Interprets health needs of students to school personnel, parents, and other appropriate service providers
- E. Serves in the position of health resource to students, parents, and staff

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

### **II. Demonstrates Administrative & Technical Effectiveness**

- A. Conducts required screening of all students
- B. Makes recommendations for remediation of health-related barriers to learning
- C. Assesses, develops, and evaluates the health program to meet school needs
- D. Trains and supervises paraprofessionals and volunteers working with health-impaired students

- E. Uses agencies to assure continuity of services
- ☐ Refers students and parents/guardians to appropriate community resources for necessary services
  - ☐ Maintains communication with parents and service providers to promote needed treatment
- F. Maintains a well-organized health office, balancing the various duties of the job

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

---

### **III. Demonstrates Professionalism**

- A. Adheres to state, District, and school regulations, goals, and programs
- ☐ Meets contractual obligations
- B. Prepares and keeps adequate records as required by law, District, and site administrator
- C. Recognizes the value of continuing professional growth
- D. Recognizes position as a role model
- ☐ Maintains a professional attitude toward students, parents, colleagues, and school programs

☐ Satisfactory

☐ Needs to  
Improve

☐ Unsatisfactory

NURSE \_\_\_\_\_ SCHOOL \_\_\_\_\_

## Evaluation Summary:

☐ Recommended for Professional Growth Cycle

☐ NOT Recommended for Professional Growth Cycle

☐ Nurses receiving a "Needs to Improve" remains in the Two-Year Formal Evaluation Cycle

☐ Intervention Required

☐ An "*Unsatisfactory*" rating initiates the Intervention Cycle

Date of evaluation conference \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Nurse comments attached

☐ Nurse comments attached \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date Administrative Signature Title of Position

## NON-TENURED CHILD DEVELOPMENT SERVICES TEACHER OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Working with Children**

- A. Is resourceful in practical ways, using common sense in normal/difficult/emergency situations.
- B. Shows interest and enthusiasm in children's ideas and feelings.
- C. Attends to children's needs in a nurturing manner.
- D. Encourages independence through the daily practice of self help skills.
- E. Assists children in problem solving when they need help, using techniques that lead to self control.
- F. Works with each child on an individual basis, being aware of the child's developmental level and progress or lack of progress.
- G. Takes time to observe each child in the environment, assessing and making changes when needed.
- H. Alert in health and safety needs.
- I. Uses a modulated voice.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Classroom Environment**

- A. Aware to total group, even when part of it.

TEACHER\_\_\_\_\_SCHOOL\_\_\_\_\_

- B. Sets up a balance of teacher and child-initiated activities.
- C. Alert to safety of environment; intervenes or makes changes when necessary.
- D. Practices anti-bias curriculum throughout daily interactions and activities.
- E. Offers new and challenging tasks and activities in response to children's cues.
- F. Maintains an interesting environment through use of a variety of props and materials.
- G. Teaches care and respect for environment and the personal property of others through modeling and practice.
- H. Manages transition times smoothly.
- I. Engages and sustains children's interest during group times.
- J. Helps child develop empathy through modeling appropriate interactions.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

Date of observation conference\_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached\_\_\_\_\_ Date\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

REV: November 11, 2002

## TENURED CHILD DEVELOPMENT SERVICES TEACHER LESSON OBSERVATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Working with Children**

- A. Is resourceful in practical ways, using common sense in normal/difficult/emergency situations.
- B. Shows interest and enthusiasm in children's ideas and feelings.
- C. Attends to children's needs in a nurturing manner.
- D. Encourages independence through the daily practice of self help skills.
- E. Assists children in problem solving when they need help, using techniques that lead to self control.
- F. Works with each child on an individual basis, being aware of the child's developmental level and progress or lack of progress.
- G. Takes time to observe each child in the environment, assessing and making changes when needed.
- H. Alert in health and safety needs.
- I. Uses a modulated voice.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Classroom Environment**

- A. Aware to total group, even when part of it.

TEACHER\_\_\_\_\_SCHOOL\_\_\_\_\_

- B. Sets up a balance of teacher and child-initiated activities.
- C. Alert to safety of environment; intervenes or makes changes when necessary.
- D. Practices anti-bias curriculum throughout daily interactions and activities.
- E. Offers new and challenging tasks and activities in response to children's cues.
- F. Maintains an interesting environment through use of a variety of props and materials.
- G. Teaches care and respect for environment and the personal property of others through modeling and practice.
- H. Manages transition times smoothly.
- I. Engages and sustains children's interest during group times.
- J. Helps child develop empathy through modeling appropriate interactions.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

Date of observation conference\_\_\_\_\_

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached\_\_\_\_\_ Date\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

REV: November 11, 2002

## NON-TENURED CHILD DEVELOPMENT SERVICES TEACHER EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Working with Children**

- A. Is resourceful in practical ways, using common sense in normal/difficult/emergency situations.
- B. Shows interest and enthusiasm in children's ideas and feelings.
- C. Attends to children's needs in a nurturing manner.
- D. Encourages independence through the daily practice of self help skills.
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- F. Works with each child on an individual basis, being aware of the child's developmental level and progress or lack of progress.
- G. Takes time to observe each child in the environment, assessing and making changes when needed.
- H. Alert in health and safety needs.
- I. Uses a modulated voice.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Classroom Environment**

- A. Aware to total group, even when part of it.
- B. Sets up a balance of teacher and child-initiated activities.

- C. Alert to safety of environment; intervenes or makes changes when necessary.
- D. Practices anti-bias curriculum throughout daily interactions and activities.
- E. Offers new and challenging tasks and activities in response to children's cues.
- F. Maintains an interesting environment through use of a variety of props and materials.
- G. Teaches care and respect for environment and the personal property of others through modeling and practice.
- H. Manages transition times smoothly.
- I. Engages and sustains children's interest during group times.
- J. Helps child develop empathy through modeling appropriate interactions.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

### **III. Working with Staff**

- A. Communicates directly; avoids gossip.
- B. Observes and learns from other staff members.
- C. Offers ideas, suggestions which would benefit other staff members.
- D. Sensitive to the needs and feelings of other staff members.
- E. Notices when other staff members need help with doing work and offers assistance.
- F. Works with other staff members to maintain a pleasant/reasonably ordered environment in which to work.
- G. Discusses pertinent problems/concerns with relevant staff members.

- H. Profits from constructive criticism.
- I. Works with other staff members to see and achieve goals for children and staff.
- J. Effectively supervises assistants, volunteers, and students.
- K. Collaborates in developing curriculum.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

#### **IV. Working with Families**

- A. Shows respect for families and their lifestyles, realizing that home/school situations are different.
- B. Offers support to parents.
- C. Is accessible to parents.
- D. Invites parents to offer suggestions, ideas, and feedback about the program.
- E. Willing to consider parent input and respects their points of view.
- F. Communicates progress of children in a timely manner.
- G. Maintains regular communication with parents.
- H. Maintains confidentiality.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

#### **V. Recordkeeping**

- A. Maintains records for administrative purposes.
- B. Observes and records children's behavior.

C. Uses records as a guide to evaluation and program planning.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

## **VI. Dependability and Work Habits**

A. Carries out assignments.

B. Participates in staff meetings.

C. Assures adequate room coverage at all times.

D. Follows assigned work schedules.

E. Gives ample notice for absences.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

## **VII. Professional Growth**

A. Attends conferences, classes, and workshops; keeps up with literature related to the field.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

## Evaluation Summary:

- ☐ Recommended for re-employment consideration, should an appropriate position be available.  
NOTE: Final decision on re-employment may not be made until the end of the current school year.
- ☐ Recommended for re-employment consideration with Needed Improvement, should an appropriate position be available. NOTE: Final decision on re-employment may not be made until the end of the current school year.
- ☐ NOT Recommended for Reemployment

*Date of evaluation conference* \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_  
*Date*

*Date*

*Administrative Signature*

*Title of Position*

REV: 11/20/02

## TENURED CHILD DEVELOPMENT SERVICES TEACHER EVALUATION

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

### **I. Working with Children**

- A. Is resourceful in practical ways, using common sense in normal/difficult/emergency situations.
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- E. Assists children in problem solving when they need help, using techniques that lead to self control.
- F. Works with each child on an individual basis, being aware of the child's developmental level and progress or lack of progress.
- G. Takes time to observe each child in the environment, assessing and making changes when needed.
- H. Alert in health and safety needs.
- I. Uses a modulated voice.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

---

### **II. Classroom Environment**

- A. Aware to total group, even when part of it.
- B. Sets up a balance of teacher and child-initiated activities.

- C. Alert to safety of environment; intervenes or makes changes when necessary.
- D. Practices anti-bias curriculum throughout daily interactions and activities.
- E. Offers new and challenging tasks and activities in response to children's cues.
- F. Maintains an interesting environment through use of a variety of props and materials.
- G. Teaches care and respect for environment and the personal property of others through modeling and practice.
- H. Manages transition times smoothly.
- I. Engages and sustains children's interest during group times.
- J. Helps child develop empathy through modeling appropriate interactions.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

### **III. Working with Staff**

- A. Communicates directly; avoids gossip.
- B. Observes and learns from other staff members.
- C. Offers ideas, suggestions which would benefit other staff members.
- D. Sensitive to the needs and feelings of other staff members.
- E. Notices when other staff members need help with doing work and offers assistance.
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- G. Discusses pertinent problems/concerns with relevant staff members.

- H. Profits from constructive criticism.
- I. Works with other staff members to see and achieve goals for children and staff.
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- K. Collaborates in developing curriculum.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

#### **IV. Working with Families**

- A. Shows respect for families and their lifestyles, realizing that home/school situations are different.
- B. Offers support to parents.
- C. Is accessible to parents.
- D. Invites parents to offer suggestions, ideas, and feedback about the program.
- E. Willing to consider parent input and respects their points of view.
- F. Communicates progress of children in a timely manner.
- G. Maintains regular communication with parents.
- H. Maintains confidentiality.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

#### **V. Recordkeeping**

- A. Maintains records for administrative purposes.
- B. Observes and records children's behavior.

C. Uses records as a guide to evaluation and program planning.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

## **VI. Dependability and Work Habits**

A. Carries out assignments.

B. Participates in staff meetings.

C. Assures adequate room coverage at all times.

D. Follows assigned work schedules.

E. Gives ample notice for absences.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

## **VII. Professional Growth**

A. Attends conferences, classes, and workshops; keeps up with literature related to the field.

☐ Satisfactory

☐ Making  
Progress

☐ Needs to  
Improve

☐ Needs Immediate  
Attention

TEACHER \_\_\_\_\_ SCHOOL \_\_\_\_\_

## Evaluation Summary:

☐ Recommended for Reemployment

☐ Recommended for Reemployment with Needed Improvement

☐ NOT Recommended for Reemployment

Date of evaluation conference \_\_\_\_\_

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

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

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

*I DISAGREE WITH THE EVALUATION REPORT.*

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

☐ No Teacher comments attached

☐ Teacher comments attached \_\_\_\_\_

Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Signature

\_\_\_\_\_  
Title of Position

## STAFF SELF-EVALUATION FORM (Optional)

*This form provides an opportunity for Teacher self-evaluation.*

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_

Dear Staff,

To prepare for a staff conference, you may wish to reflect on the following questions related to your experiences as a staff member in the child care center:

1. What did you do that you are most proud of this year?
  
  
  
  
  
  
  
  
  
  
2. What was the biggest challenge? How did you meet it?
  
  
  
  
  
  
  
  
  
  
3. What was your biggest disappointment? How did you handle it?
  
  
  
  
  
  
  
  
  
  
4. If you had to do it over again, what would you do differently?
  
  
  
  
  
  
  
  
  
  
5. What did you find to be the most stimulating and caused you to grow the most?

6. What are you looking forward to in the new year?
7. What worries you the most regarding the coming year?
8. What would you like to say regarding your performance one year from now?
9. How can I help you?

## TEACHER STATEMENT OF PROGRESS (Optional)

*This form provides an opportunity for Teacher self-evaluation.*

DATE \_\_\_\_\_ SCHOOL \_\_\_\_\_

TEACHER \_\_\_\_\_

**Make a statement concerning:**

- I. the extent to which your mutually-agreed upon performance objectives are being attained (including any mitigating circumstances which have necessitated a change in your original objectives).

- II. your procedures of classroom management

\_\_\_\_\_  
*Teacher's Signature*

# **SMMUSD Non- Permanent Teacher Annual Goals- Year 1**

**Teacher's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

After reading the *Descriptions of Practice*, evaluate your teaching in each element that will be assessed this year. Identify your teaching strengths and areas in which you would like to improve.

## **Standard 1: Engaging and Supporting All Students in Learning**

- Connecting students' prior knowledge, life experience, and interests with learning goals.
- Using a variety of instructional strategies to respond to students' diverse needs.
- Facilitating learning experiences that promote autonomy, interaction and choice
- Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- Promoting self-directed reflective learning for all students.

Areas of Strength

Goals

## **Standard 2: Creating and Maintaining Effective Environments for Student Learning**

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom procedures and routines that support student learning
- Using instructional time effectively

Areas of Strength

Goals

**Teacher's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Standard 3: Understanding and Organizing Subject Matter for Student Learning**

- Demonstrating knowledge of subject matter and student development
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Organizing curriculum to support student understanding of subject matter
- Using materials, resources and technologies to make subject matter accessible to students.
- Interrelating ideas and information within and across subject matter areas
- Demonstrating knowledge of subject matter and student development

Areas of Strength

Goals

**Standard 6: Developing as a Professional Educator**

- Reflecting on teaching practice and planning professional development
- Working with families to improve professional practice
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with colleagues to improve professional practice
- Working with communities to improve professional practice
- Reflecting on teaching practice and planning professional development

Areas of Strength

Goals

# **SMMUSD Non- Permanent Teacher Annual Goals- Year 2**

**Teacher's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*After reading the Descriptions of Practice, evaluate your teaching in each element that will be assessed this year. Identify your teaching strengths and areas in which you would like to improve.*

## **Standard 3: Understanding and Organizing Subject Matter for Student Learning**

- Demonstrating knowledge of subject matter and student development
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Organizing curriculum to support student understanding of subject matter
- Using materials, resources and technologies to make subject matter accessible to students.
- Interrelating ideas and information within and across subject matter areas
- Demonstrating knowledge of subject matter and student development

Areas of Strength

Goals

## **Standard 4: Planning Instruction and Designing Learning Experiences for All Students**

- Drawing on and valuing students' backgrounds, interests and developmental learning needs.
- Establishing and articulating goals for student learning.
- Using the results of assessment to guide instruction
- Collecting and using multiple sources of information to assess student learning
- Communicating with students, families and other audiences about student progress
- Involving and guiding all students in assessing their own learning

Areas of Strength

Goals

**Teacher's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Standard 5: Assessing Student Learning**

- Establishing and communicating learning goals for all students
- Using the results of assessment to guide instruction
- Collecting and using multiple sources of information to assess student learning
- Communicating with students, families and other audiences about student progress
- Involving and guiding all students in assessing their own learning

Areas of Strength

Goals

**Standard 6: Developing as a Professional Educator**

- Reflecting on teaching practice and planning professional development
- Working with families to improve professional practice
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with colleagues to improve professional practice
- Working with communities to improve professional practice
- Reflecting on teaching practice and planning professional development

Areas of Strength

Goals

# Santa Monica-Malibu Unified School District Certificated Teacher Observation Report (Form 1)

Teacher: \_\_\_\_\_ Assignment: \_\_\_\_\_

School: \_\_\_\_\_ School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Title: \_\_\_\_\_

**Personnel Status:**     ☐ Temporary   ☐ Probationary 1   ☐ Probationary 2   ☐ Permanent

☐ Observation 1     ☐ Observation 2     Date/Time of Observation: \_\_\_\_\_

**California Standards for the Teaching Profession:**

- ☐ Standard 1: Engaging and supporting all students in learning
- ☐ Standard 2: Creating and maintaining effective environments for student learning
- ☐ Standard 3: Understanding and organizing subject matter for student learning
- ☐ Standard 4: Planning instruction and designing learning experiences for all students
- ☐ Standard 5: Assessing student learning
- ☐ Standard 6: Developing as a professional educator

**Observation Report:**

☐ Satisfactory                      ☐ Needs Improvement                      ☐ Unsatisfactory

☐ **See evaluator's comments attached**

---

*I have received a copy of the observation report and discussed the contents with my administrative supervisor.*

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

*I have received a copy of the observation report and discussed the contents with my administrative supervisor. I DISAGREE WITH THE OBSERVATION REPORT. I understand that I have the right to submit a rebuttal which will be attached to this document.*

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

☐ Teacher comments attached

☐ No teacher comments attached

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Santa Monica-Malibu Unified School District Certificated Teacher Evaluation Report (Form 2)

Teacher: \_\_\_\_\_ Assignment: \_\_\_\_\_

School: \_\_\_\_\_ School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Title: \_\_\_\_\_

**Personnel Status:**     ☐ Temporary   ☐ Probationary 1     ☐ Probationary 2     ☐ Permanent

## California Standards for the Teaching Profession:

- ☐ Standard 1: Engaging and supporting all students in learning
- ☐ Standard 2: Creating and maintaining effective environments for student learning
- ☐ Standard 3: Understanding and organizing subject matter for student learning
- ☐ Standard 4: Planning instruction and designing learning experiences for all students
- ☐ Standard 5: Assessing student learning
- ☐ Standard 6: Developing as a professional educator

## Evaluation Report:

- ☐ Satisfactory                      ☐ Needs Improvement                      ☐ Unsatisfactory

☐ See evaluator's comments attached

---

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor.*

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

*I have received a copy of the evaluation report and discussed the contents with my administrative supervisor. I DISAGREE WITH THE EVALUATION REPORT. I understand that I have the right to submit a rebuttal which will be attached to this document.*

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

☐ Teacher comments attached

☐ No teacher comments attached

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT GRIEVANCE FORM**

NAME OF GRIEVANT(S)	WORK SITE	JOB TITLE	DEPT/GRADE	ASSN DESIGNATED AGENT/PHONE	DATE PRESENTED

I HEREBY CLAIM THAT THE DISTRICT HAS VIOLATED THE SMMUSD-SMMCTA AGREEMENT AS FOLLOWS:

CITE CONTRACT ARTICLE & SECTION NUMBER(S) VIOLATED	DATE OF THE INCIDENT GIVING RISE TO GRIEVANCE (OR DATE THE GRIEVANT KNEW OR COULD WITH REASONABLE DILIGENCE HAVE KNOWN OF THE OCCURRENCE)
CLEARLY AND CONCISELY STATE THE NATURE OF THE GRIEVANCE	

**I REQUEST THE DISTRICT TO REMEDY THE COMPLAINT AS FOLLOWS:**

GRIEVANT'S SIGNATURE:	DATE:

MEETING DATE:	
SEE ATTACHED RESPONSE FROM THE APPROPRIATE ADMINISTRATOR, DUE WITHIN FIVE (5) WORKING DAYS OF MEETING DATE ABOVE.	
DATE RESPONSE RECEIVED BY GRIEVANT:	GRIEVANT'S INITIALS:

### FORMAL STEP 1

THE UNION REQUESTS A FORMAL STEP 1 MEETING NO MORE THAN FIVE (5) WORKING DAYS FROM THE ADMINISTRATOR'S RECEIPT OF THIS FORM.

DATE FORM RECEIVED BY ADMINISTRATOR:	ADMINISTRATOR'S INITIALS:
--------------------------------------	---------------------------

MEETING DATE:	PERSONS IN ATTENDANCE:
---------------	------------------------

SEE ATTACHED RESPONSE FROM THE APPROPRIATE ADMINISTRATOR, DUE WITHIN FIVE (5) WORKING DAYS OF MEETING DATE ABOVE.

DATE RESPONSE RECEIVED BY GRIEVANT:	GRIEVANT'S INITIALS:
-------------------------------------	----------------------

## FORMAL STEP 2

THE UNION REQUESTS A FORMAL STEP 2 MEETING NO MORE THAN FIVE (5) WORKING DAYS FROM FORMAL STEP 1 GRIEVANCE RESPONSE.

DATE FORMAL STEP 2 MEETING IS REQUESTED:	RECEIVER'S INITIALS:
--	----------------------

MEETING DATE (TO BE HELD WITHIN TEN (10) WORKING DAYS OF RECEIPT OF FORMAL STEP 2 GRIEVANCE):	PERSONS IN ATTENDANCE:
---	------------------------

SEE ATTACHED RESPONSE FROM THE APPROPRIATE ADMINISTRATOR, DUE WITHIN FIVE (5) WORKING DAYS OF MEETING DATE ABOVE.

DATE RESPONSE RECEIVED BY GRIEVANT:	GRIEVANT'S INITIALS:
-------------------------------------	----------------------

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## SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT GRIEVANCE FORM

### **MEDIATION**

WITHIN FIVE (5) WORKING DAYS OF THE FORMAL STEP 2 RESPONSE, SMMCTA REQUESTS A MEDIATION.

DATE MEDIATION IS REQUESTED:	RECEIVER'S INITIALS:
------------------------------	----------------------

MEDIATION DATE:	PERSONS IN ATTENDANCE:
-----------------	------------------------

DATE OF MEDIATION DECISION:
-----------------------------

☐ MEDIATION AGREEMENT SIGNED    ☐ MEDIATION AGREEMENT NOT SIGNED  
SEE ATTACHED MEDIATION AGREEMENT IF ONE WAS SIGNED

☐ GRIEVANCE MOVED TO GRIEVANCE COMMITTEE FOR DECISION ON ARBITRATION

### **ARBITRATION**

WITHIN FIFTEEN (15) WORKING DAYS OF THE FORMAL STEP 2 RESPONSE, SMMCTA REQUESTS ARBITRATION

DATE ARBITRATION IS REQUESTED:	RECEIVER'S INITIALS:
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DATE OF ARBITRATION DECISION:
-------------------------------

### **REQUEST FOR ASSOCIATION REPRESENTATION**

I HEREBY REQUEST AND AUTHORIZE THE SANTA MONICA MALIBU CLASSROOM TEACHERS ASSOCIATION TO REPRESENT ME IN THE GRIEVANCE AND INSTRUCT DISTRICT REPRESENTATIVES TO DEAL ONLY WITH THE ASSOCIATION'S DESIGNATED AGENT IN THIS MATTER. I FURTHER INSTRUCT THE DISTRICT TO DEAL WITH THE ASSOCIATION AS MY SOLE AND EXCLUSIVE REPRESENTATIVE IN CONNECTION WITH THIS GRIEVANCE. NO SETTLEMENT, DISPOSITION, OR RESOLUTION OF THIS GRIEVANCE MAY BE MADE EXCEPT THROUGH THE ASSOCIATION AND WITH THE ASSOCIATION'S APPROVAL.

APPENDIX E

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
1651 - 16th Street, Santa Monica, CA 90404

**REPORT OF ABSENCE**

**TO BE MAINTAINED AT THE SITE**

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

NAME: \_\_\_\_\_ SCHOOL/DEPARTMENT: \_\_\_\_\_

DATE/DATES OF ABSENCE: \_\_\_\_\_

TOTAL DAYS/HOURS ABSENT: \_\_\_\_\_

PLEASE CHECK ONE:

- ☐ 1. Illness
- ☐ 2. Jury Duty
- ☐ 3. Conference \*
- ☐ 4. Bereavement

- ☐ 5. Necessity <sup>(#)</sup>
- ☐ 6. Work Injury
- ☐ 7. Negotiations \*
- ☐ 8. Other

REASON FOR ABSENCE/REMARKS: \_\_\_\_\_

\_\_\_\_\_

\* Substitute Request to be completed by Office Manager

(# In case of declared State of Emergency or Natural Disaster you may request consideration for reinstatement of necessity days taken. Check here if you are requesting such consideration. Explain in remarks.)

## APPENDIX F

### **MEMORANDUM OF UNDERSTANDING ON NON-CONTRACT AGREEMENTS AS A RESULT OF THE 1996 NEGOTIATIONS BETWEEN CTA AND SMMUSD**

(These agreements will be included in the Appendices)

#### **1. NEGOTIATED UNDERSTANDING OF THE INCREASED AVAILABILITY OF NURSES, COUNSELORS, AND LIBRARIANS DURING TIMES WHEN SCHOOL IS NOT IN SESSION**

In an attempt to better meet student needs in our changing society, we agree to pilot the concept of flexible time for unit members who deliver counseling, library, and nursing services. In order to implement a program, the following will occur:

- ▶ Needs assessment of site staff, students, and parents.
- ▶ Brainstorming to develop a plan meeting in both job-alike groups and site-based groups consisting of the affected unit members along with the appropriate administrators and representatives from affected teachers and support staff.
- ▶ Implementation of a pilot program lasting a defined amount of time.
- ▶ Establishment of a timely evaluation component.
- ▶ Adjustment of the program in light of the evaluation.

No plan will be put into effect without a safety component to protect unit members who work during hours when the regular program is not in session.

#### **2. NEGOTIATED UNDERSTANDING OF HOW ELEMENTARY PREP TIME WILL BE IMPLEMENTED AT THE VARIOUS SCHOOL SITES.**

The District will provide each elementary site with funds in sufficient amount to pay for at least 125 minutes a week of aide time for each 1st through 5th Grade classroom teachers (including Kdgn/1st teachers), both regular and special education.

Plans will be developed at each site to guarantee that elementary teachers have 125 minutes of duty-free released time each week. Plans will be developed by the administrator and the affected faculty. Such a plan must include the following elements:

- ▶ Approval by 70% of the teachers affected.
- ▶ Teachers will not be responsible for the supervision or evaluation of personnel who will work with his/her students during his/her released time.
- ▶ Teachers will not be held liable for anything that occurs with his/her students during his/her released time.

**3. NEGOTIATED UNDERSTANDING REGARDING FACULTY ADVISORY COMMITTEES (FAC) RESPONSIBILITIES**

The parties agree that the collective bargaining agreement shall be indexed to facilitate faster location of specific location. The first topic to be indexed would be duties and responsibilities of FAC.

**4. NEGOTIATED UNDERSTANDING REGARDING ARTICLE XXV - HEALTH & WELARE BENEFITS.**

The parties agree to maintain the present level of medical and dental benefits as previously negotiated throughout the term of this collective bargaining agreement.

**5. NEGOTIATED UNDERSTANDING REGARDING JURIS DOCTORATE.**

The parties agree that a juris doctorate degree from an accredited university law school shall be recognized as an advanced degree and the holder will be given a doctoral stipend.

**6. NEGOTIATED UNDERSTANDING REGARDING CATASTROPHIC LEAVE**

A Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee, so that he/she is unable to work. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member.

The following provisions shall apply:

- Unit members may donate one (1) day per year from accrued sick leave to an open "bank" for the purpose of Catastrophic Leave. Unit members requesting Catastrophic Leave may request access to the Catastrophic Leave bank only when he/she has exhausted all leave benefits. The Catastrophic Leave bank will be "capped" at four-hundred (400) days. Donations are irrevocable.
- The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- Once the situation giving rise to the need for Catastrophic Leave has ended, all remaining donated days will be recorded ("banked") in Fiscal Services for future Catastrophic Leave use.
- The total donated leave credit shall normally not exceed an amount necessary to continue the employee for three (3) calendar months calculated from the first

day of Catastrophic Leave. The Superintendent or his/her designee may approve up to an additional three-month period in exceptional cases.

- A terminating employee is limited to donating one (1) day to the Catastrophic Leave bank upon separation from the District, if he/she has not already donated the one (1) day per year allowed and the four-hundred (400) day cap has not been reached.

APPENDIX G

Santa Monica-Malibu Unified School District

1651 Sixteenth Street • Santa Monica, CA 90404 • (310) 450-8338

CERTIFICATE FOR RETURN TO WORK  
OR FURTHER TREATMENT

Name of Employee \_\_\_\_\_ Job Title \_\_\_\_\_ Date \_\_\_\_\_

Industrial Injury Yes ☐ No ☐

Diagnosis \_\_\_\_\_

The above employee has been under my care from \_\_\_\_\_ (Date).

☐ He/she may return to full work duties on \_\_\_\_\_ (Date) and does not have to return for any further treatment. (Completely released)

☐ He/she may return to full work duties on \_\_\_\_\_ (Date) but has another appointment with this office on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time).

☐ He/she may return to work modified to accommodate the following restrictions on \_\_\_\_\_ (Date). but has another office appointment on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time).

Patient is restricted from:

- |   |  |  |                                   |
|---|--|--|-----------------------------------|
| <input type="checkbox"/> Bending            | <input type="checkbox"/> Use of Ladder         | <input type="checkbox"/> Kneeling        | <input type="checkbox"/> Running  |
| <input type="checkbox"/> Reaching           | <input type="checkbox"/> Prolonged Sitting     | <input type="checkbox"/> Work at Heights | <input type="checkbox"/> Climbing |
| <input type="checkbox"/> Prolonged Standing | <input type="checkbox"/> Lifting _____ (Limit) |  |                                   |

Doctor's Statement \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Doctor's Signature

PLEASE TYPE:

\_\_\_\_\_  
License No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

Doctor's Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

☐ He/she not return to work before this office has seen him/her on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time).

Status - Restrictions: Yes \_\_\_\_\_ No \_\_\_\_\_  
Approved: Yes \_\_\_\_\_ No \_\_\_\_\_

Return original and all copies to your Supervisor. Supervisor to forward copies to Personnel/Human Resources, Insurance and Payroll.

Supervisor: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Personnel: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX H

*Revised effective July 1, 2012*

Santa Monica-Malibu Schools  
1651 Sixteenth St.  
Santa Monica 90404

### **School Site Administrator's Performance Review**

Name of administrator/site supervisor being reviewed \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

Performance Review Forms will be distributed to certificated staff no later than the **first Friday in April**.  
Performance Review Forms for each site administrator will be returned to FAC no later than **the first Friday in May**.

The FAC will deliver the Performance Review Forms to site administrators and to the superintendent/designee no later than **the first Friday in June**.

**Please circle the number that most closely represents your opinion.**

**1=strongly disagree, 2=disagree, 3=neutral/no opinion, 4=agree, 5=strongly agree**

1) I feel valued and supported by my administrator/site supervisor.

**1            2            3            4            5**

2) The administrator/site supervisor at this site provides the needed support for a healthy school climate by promoting respect, rapport, and shared-decision making.

**1            2            3            4            5**

3) Faculty meeting time is used efficiently.

**1            2            3            4            5**

4) The administrator/site supervisor at this site effectively communicates in all areas including meetings, working with parents, and providing feedback in a timely manner.

**1            2            3            4            5**

5) There are clear and well-publicized expectations for student behavior on our campus.

**1            2            3            4            5**

6) There are clear and well-publicized expectations for student discipline on our campus and the policies associated and consequences are consistently enforced.

**1            2            3            4            5**

7) Faculty input is valued and considered when important decisions are being made.

**1            2            3            4            5**

8) The administrator/site supervisor at this site effectively evaluates the instructional program and is supportive in providing meaningful recommendations when improvement is needed.

1            2            3            4            5

9) The administrator/site supervisor has an open door policy and is easily accessible.

1            2            3            4            5

10) The administrator/site supervisor is visible on campus/spends time in the classroom.

1            2            3            4            5

11) The administrator/site supervisor provides effective supervision of the campus and crisis management.

1            2            3            4            5

To answer questions 12, 13, and/or 14, please **type/word process** your comments and attach to your survey. Return this survey and any attachments to your FAC committee.

12) In your opinion, what are the areas of strength for the administrator/site supervisor?

13) In your opinion, in what areas is there need for growth or improvement?

14) Are there any areas of concern?

---

**Thank you for your time and input!**

## APPENDIX I

### STUDENT BEHAVIOR AND DISCIPLINE

The Parties agree that California Education Code regarding causes for suspension and expulsion, and student discipline, change at the discretion of the legislature. When amended, these changes shall apply, unless one party requests within 30 days to bargain the Article and/or appendix.

#### **Education Code 48900**

#### **Suspension and Expulsion – Grounds for Suspension or Expulsion**

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
- (a) (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.

(j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

(k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.

(k) (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

(l) Knowingly received stolen school property or private property.

(m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

#### **Education Code - 48900.2, 48900.3, 48900.4, 48900.7** **Suspension and Expulsion – Grounds for Suspension or Expulsion**

Suspension or expulsion for sexual harassment  
EC 48900.2

In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purposes of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

Suspension or expulsion for hate violence  
EC 48900.3

In addition to the reasons set forth in Sections 48900 and 48900.2, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Section 233.

Suspension or expulsion for harassment, threats, or intimidation  
EC 48900.4

In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the

superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

#### Suspension or expulsion for terroristic threat

EC 48900.7

(a) In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

(b) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

### **Education Code - 48915**

#### **Reasons for expulsion**

(a) (1) Except as provided in subdivisions (c) and (e), the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

(A) Causing serious physical injury to another person, except in self-defense.

(B) Possession of any knife or other dangerous object of no reasonable use to the pupil.

(C) Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for either of the following:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

(D) Robbery or extortion.

(E) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

(2) If the principal or the superintendent of schools makes a determination as described in paragraph (1), he or she is encouraged to do so as quickly as possible to ensure that the pupil does not lose instructional time.

(b) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil committed an act listed in paragraph (1) of subdivision (a) or in subdivision (a), (b), (c), (d), or (e) of Section 48900. A decision to expel a pupil for any of those acts shall be based on a finding of one or both of the following:

(1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(c) The principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

(1) Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district. The act of possessing an imitation firearm, as defined in subdivision (m) of Section 48900, is not an offense for which suspension or expulsion is mandatory pursuant to this subdivision and subdivision (d), but it is an offense for which suspension, or expulsion pursuant to subdivision (e), may be imposed.

(2) Brandishing a knife at another person.

(3) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.

(4) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

(5) Possession of an explosive.

(d) The governing board of a school district shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:

(1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.

(2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.

(3) Is not housed at the schoolsite attended by the pupil at the time of suspension.

(e) Upon recommendation by the principal or the superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918, the governing board of a school district may order a pupil expelled upon finding that the pupil, at school or at a school activity off of school grounds violated subdivision (f), (g), (h), (i), (j), (k), (l), or (m) of Section 48900, or Section 48900.2, 48900.3, or 48900.4, and either of the following:

(1) That other means of correction are not feasible or have repeatedly failed to bring about proper conduct.

(2) That due to the nature of the violation, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

(f) The governing board of a school district shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study that meets all of the conditions specified in subdivision (d). Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.

(g) As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.

(h) As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.