



November 17, 2024

Margaret Ly, Acting Director
Roberta Steele, Regional Attorney
Oakland Field Office
U.S. Equal Employment Opportunity Commission
1301 Clay Street
Suite 680-N
Oakland, CA 94612-5217

Re: Investigation Request/Acalanes Union High School District

Dear Acting Director Ly and Attorney Steele:

Under 29 C.F.R. §1601.6(a), Parents Defending Education (PDE) files this request to investigate Acalanes Union High School in Lafayette, California for employment discrimination on the basis of race, color, religion, sex, or national origin in violation of Title VII of the 1964 Civil Rights Act, 42 U.S.C. §2000e *et seq.*¹

PDE makes this investigation request as an interested third-party organization with members who are parents of school children throughout the country.² PDE and its members oppose racial discrimination and political indoctrination in America's schools. Acalanes Union High School District is offering additional programming for employees of color that are not offered to all employees in the district. Attached to this complaint is supporting evidence in the form of an email invitation, which invites "POC staff" to the "first coming together in 2023"³ (Exhibit A) and a union contract "Contractual Agreement between Acalanes Education Association and Acalanes Union High School District" describing a paid position for serving on the "Diversity Chair Committee" (Exhibit B).

Exhibit A reveals this programming is only open to employees who are people of color ("we are looking forward to seeing our people of color in the district" Ex. A at 2). The description of the program does not make participation in this affinity group open to all. This exclusion would be based solely on an individual's race (Ex. A at 2). The invitation also indicates there will be future programming and networking as an additional benefit for participating in this affinity group (Ex. A at 2). But not all employees would be welcome to receive these benefits — and that this exclusion would again be based on an individual's race (Ex. A at 2).

The invitation directs recipients to "invite any employee of color to this event" (Ex. A at 2). The diversity czar stresses the importance of a separate gathering for "our employees of color" (Ex. A at 2). According to the invitation, it is crucial this event is only for people of color ("Be reminded

¹ Copies of this letter are also addressed to each member of the Commission, and Parents Defending Education makes the same request of them under 29 C.F.R. §1601.6(a).

² PDE has also asked the U.S. Department of Education's Office for Civil Rights to investigate.

³ Rogers, Zachary. "California school told employees not to invite white people to event, report says." February 16, 2023. Accessed October 16, 2024. <https://local12.com/news/nation-world/california-school-told-employees-not-to-invite-white-people-to-event-report-says-acalanes-union-high-school-district-libs-of-tiktok>



that we have avoided inviting people that are not of color as there remains feelings of uneasiness and mistrust and we need this to be a safe space for our people of color” Ex. A at 2).

Likewise, all District employees must commit their instruction and extracurricular time to equitable practices via their union contracts (Ex. B). According to the contract, educators commit to “promote equity in the classroom” and “construct an equitable learning environment” (Ex. B at 70). However, their commitment to equity extends beyond the classroom.

The contract outlines stipend paid positions for the “Diversity Chair District Committee,” which liaises students and district staff and their commitment to diversity across the District. This committee is required to “plan and organize monthly meetings” according to the (Ex. B at 59). Additionally, white educators were specifically excluded from participating from monthly meetings because of “feelings of uneasiness and mistrust” (Ex. A at 1).

As the Commission is aware, “the important purpose of Title VII” is “that the workplace be an environment free of discrimination, where race is not a barrier to opportunity.” *Ricci v. DeStefano*, 557 U.S. 557, 580 (2009). Specifically, Title VII declares that it is an “unlawful employment practice” (1) “to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s [protected characteristic]”; or (2) “to limit, segregate, or classify his employees or applicants for employment in any way which would . . . adversely affect his status as an employee, because of such individual’s [protected characteristic].” 42 U.S.C. §2000e-2(a). Title VII “prohibits even making a protected characteristic a ‘motivating factor’ in an employment decision.” *EEOC v. Abercrombie & Fitch Stores, Inc.*, 575 U.S. 768, 773 (2015) (quoting 42 U.S.C. §2000e-2(m)). But here, Acalanes Union High School appears to be intentionally discriminating against its employees because of their race by making race a barrier to opportunity.

A 2015 decision issued by the Department of Education’s Office for Civil Rights (OCR) during the Obama Administration is instructive. When a Chicago-area high school held a “Black Lives Matter” assembly during Black History Month “for African American students only,” OCR concluded the school violated the Equal Protection Clause and Title VI. *See* Sept. 29, 2015 Letter (OCR Docket #05-15-1180). The school’s desire “to provide a comfortable forum for black students to express their frustrations” could not justify the school’s exclusion of white students, who were told they could not participate. OCR concluded that the district failed to “assess fully whether there were workable race-neutral alternatives” and “did not conduct a flexible and individualized review of potential participants.” In a Resolution Agreement with OCR, the district agreed that its programs and activities would be “open to all students . . . regardless of their race” and to adopt policies and training to ensure the district’s compliance. OCR imposed these requirements even though the district had promised “not to hold such events in the future.”

Acalanes Union High School likewise cannot exclude employees based on their race. We ask that your office promptly investigate the allegations in this complaint, act swiftly to remedy unlawful policies and practices, and order appropriate relief.



Thank you for your prompt assistance with this request for investigation and resolution. Please contact me for further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Caroline Moore". The signature is fluid and cursive, with the first name "Caroline" and the last name "Moore" clearly distinguishable.

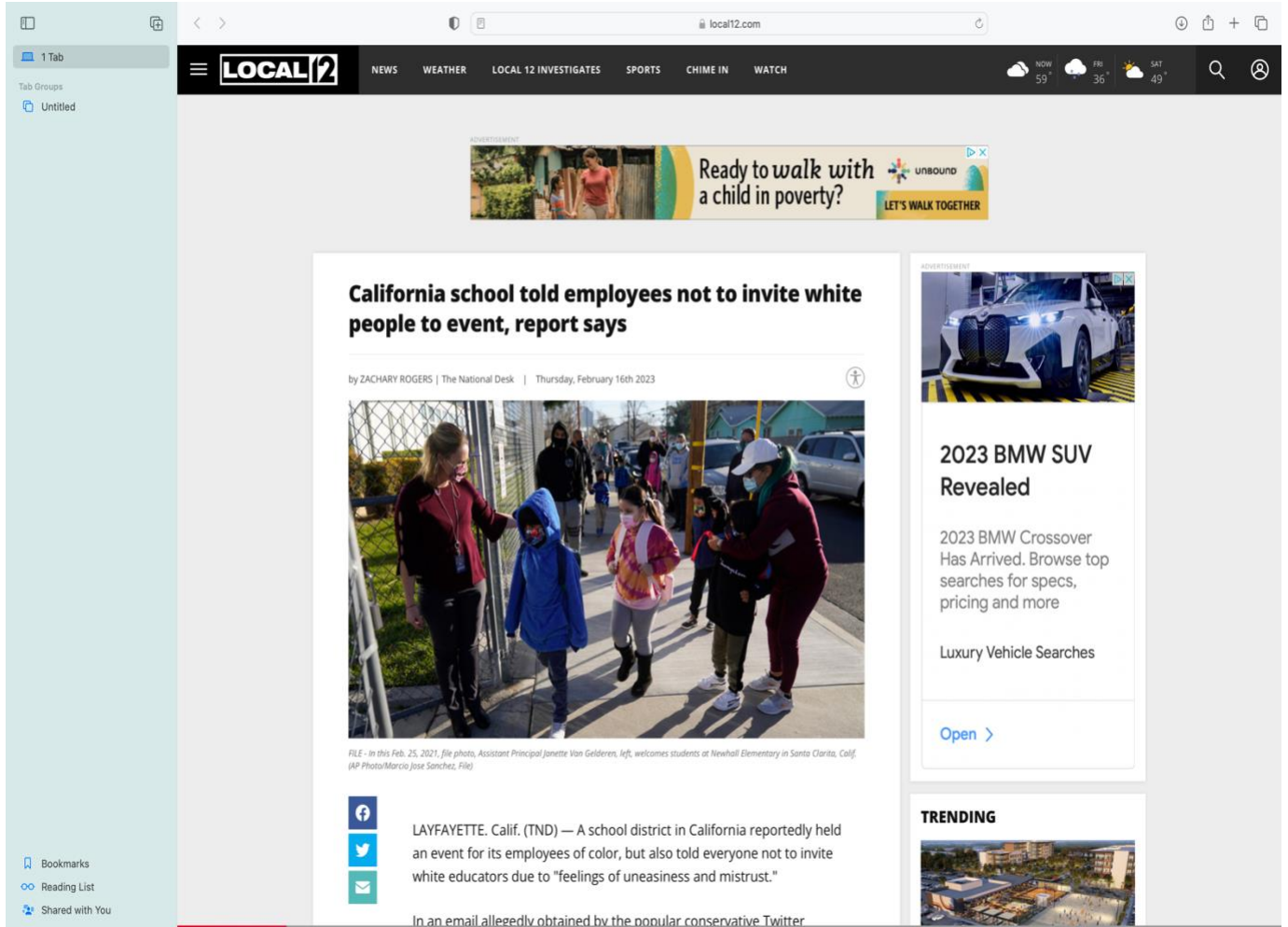
Caroline Moore
Vice President
Parents Defending Education

Enc. Exhibit A-B

Cc: The Honorable Charlotte A. Burrows, Commission Chair
The Honorable Jocelyn Samuels, Commission Vice Chair
The Honorable Andrea R. Lucas, Commissioner
The Honorable Kalpana Kotagal, Commissioner

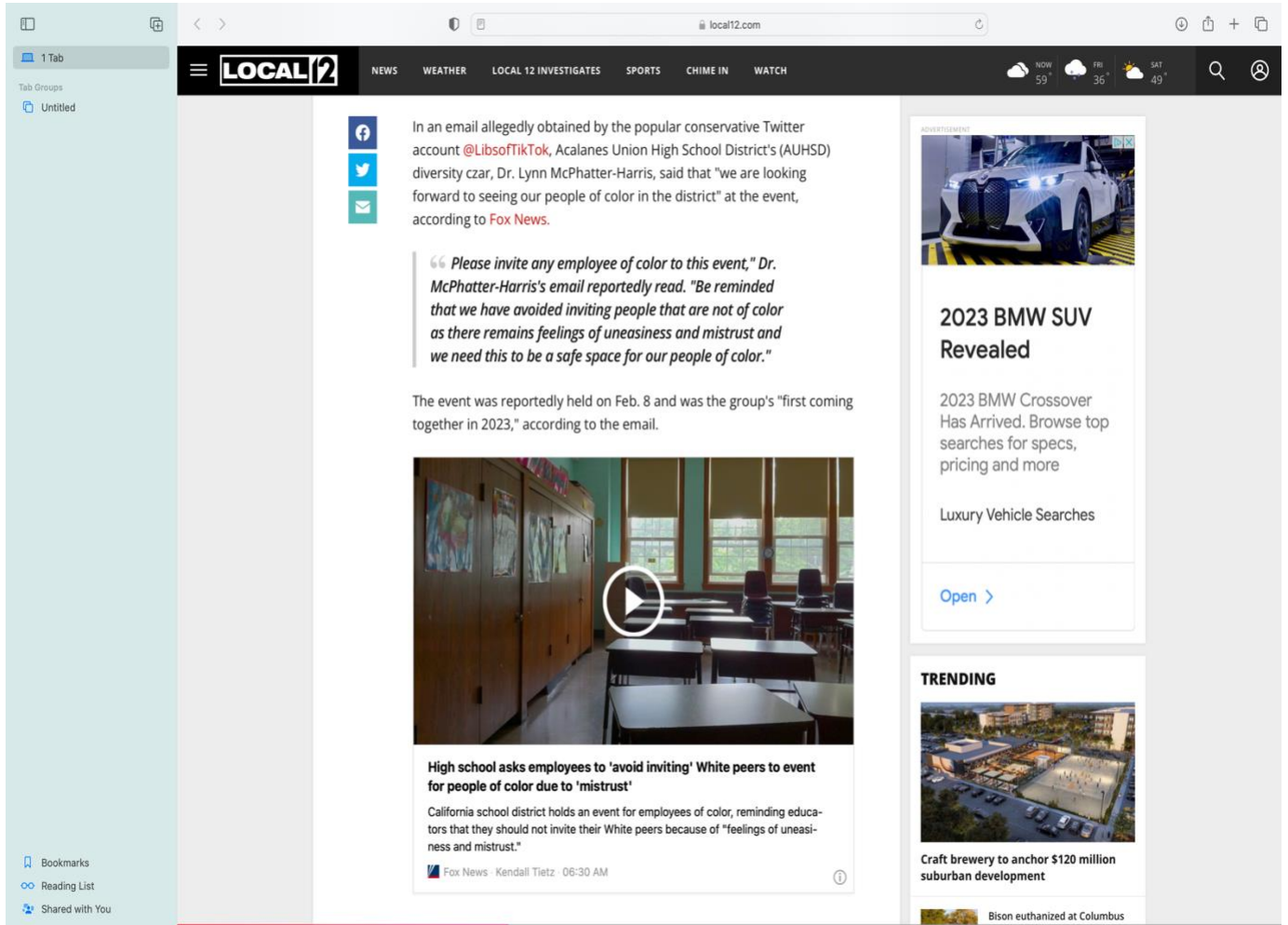


EXHIBIT A



The screenshot shows a web browser window with the URL local12.com. The browser's address bar and navigation buttons are visible at the top. The website header includes the LOCAL 12 logo and navigation links for NEWS, WEATHER, LOCAL 12 INVESTIGATES, SPORTS, CHIME IN, and WATCH. A weather forecast for the current day (NOW 59°), Friday (FRI 36°), and Saturday (SAT 49°) is displayed in the top right corner. A sidebar on the left shows a '1 Tab' group with an 'Untitled' tab. The main content area features an advertisement at the top: 'Ready to walk with a child in poverty? LET'S WALK TOGETHER' with an 'unbound' logo. Below the ad is a news article titled 'California school told employees not to invite white people to event, report says' by ZACHARY ROGERS | The National Desk, dated Thursday, February 16th 2023. The article includes a photo of Assistant Principal Janette Van Gelderen welcoming students at Newhall Elementary in Santa Clarita, Calif. Below the photo are social media sharing icons for Facebook, Twitter, and Email. To the right of the article is a sidebar with a '2023 BMW SUV Revealed' advertisement, which includes a photo of a white BMW SUV and text: '2023 BMW Crossover Has Arrived. Browse top searches for specs, pricing and more. Luxury Vehicle Searches. Open >'. Below the BMW ad is a 'TRENDING' section with a photo of a building under construction.

Ex. A at 1



1 Tab
Tab Groups
Untitled

NEWS WEATHER LOCAL 12 INVESTIGATES SPORTS CHIME IN WATCH

NOW 59° FRI 36° SAT 49°

In an email allegedly obtained by the popular conservative Twitter account @LibsofTikTok, Acalanes Union High School District's (AUHSD) diversity czar, Dr. Lynn McPhatter-Harris, said that "we are looking forward to seeing our people of color in the district" at the event, according to [Fox News](#).

"Please invite any employee of color to this event," Dr. McPhatter-Harris's email reportedly read. "Be reminded that we have avoided inviting people that are not of color as there remains feelings of uneasiness and mistrust and we need this to be a safe space for our people of color."

The event was reportedly held on Feb. 8 and was the group's "first coming together in 2023," according to the email.

High school asks employees to 'avoid inviting' White peers to event for people of color due to 'mistrust'

California school district holds an event for employees of color, reminding educators that they should not invite their White peers because of "feelings of uneasiness and mistrust."

Fox News · Kendall Tietz · 06:30 AM

2023 BMW SUV Revealed

2023 BMW Crossover Has Arrived. Browse top searches for specs, pricing and more

Luxury Vehicle Searches

Open >

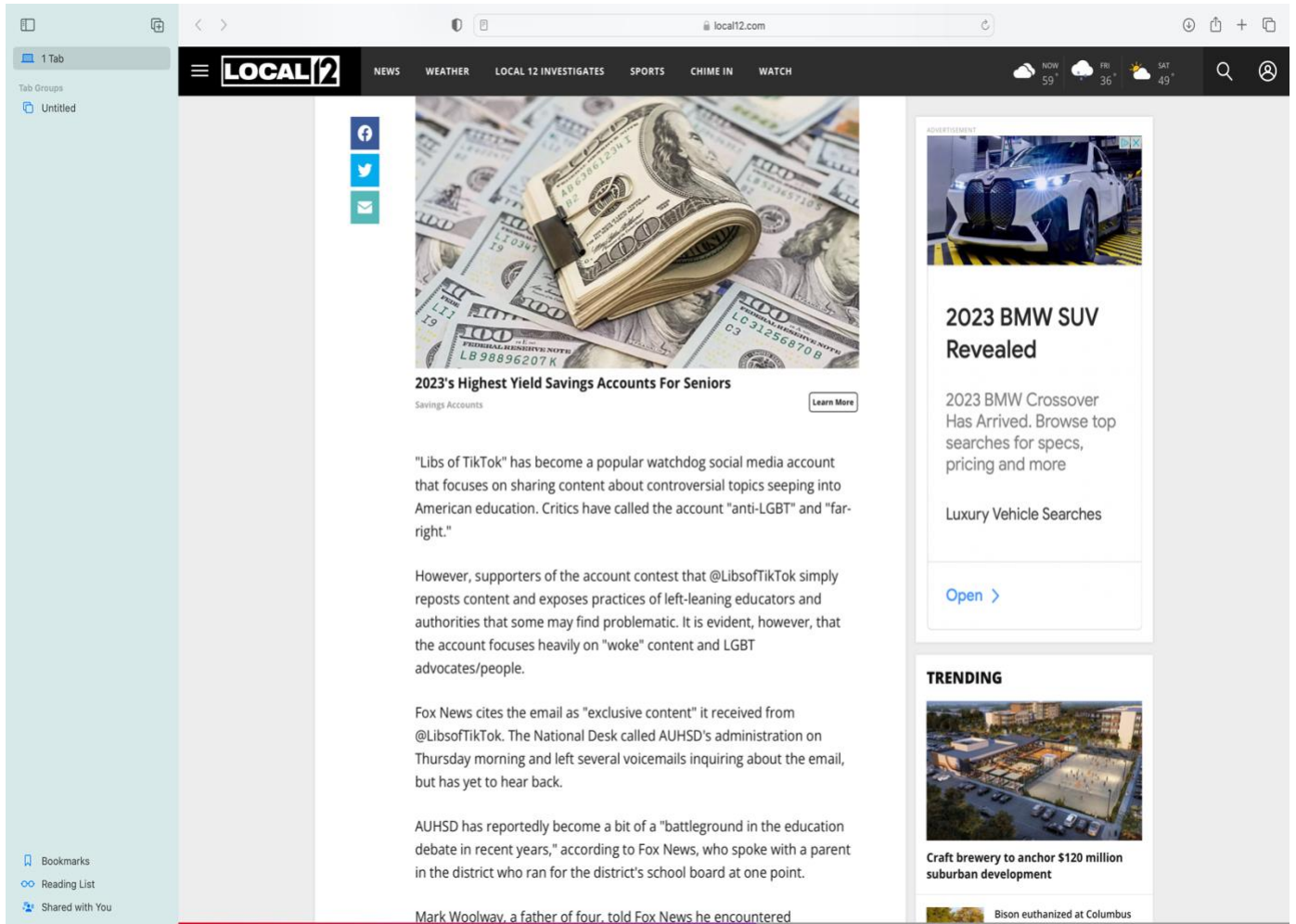
TRENDING

Craft brewery to anchor \$120 million suburban development

Bison euthanized at Columbus

Bookmarks
Reading List
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Ex. A at 2



local12.com

LOCAL 12 NEWS WEATHER LOCAL 12 INVESTIGATES SPORTS CHIME IN WATCH

NOW 59° FRI 36° SAT 49°

1 Tab
Tab Groups
Untitled

Bookmarks
Reading List
Shared with You

2023's Highest Yield Savings Accounts For Seniors
Savings Accounts [Learn More](#)

"Libs of TikTok" has become a popular watchdog social media account that focuses on sharing content about controversial topics seeping into American education. Critics have called the account "anti-LGBT" and "far-right."

However, supporters of the account contest that @LibsofTikTok simply reposts content and exposes practices of left-leaning educators and authorities that some may find problematic. It is evident, however, that the account focuses heavily on "woke" content and LGBT advocates/people.

Fox News cites the email as "exclusive content" it received from @LibsofTikTok. The National Desk called AUHSD's administration on Thursday morning and left several voicemails inquiring about the email, but has yet to hear back.

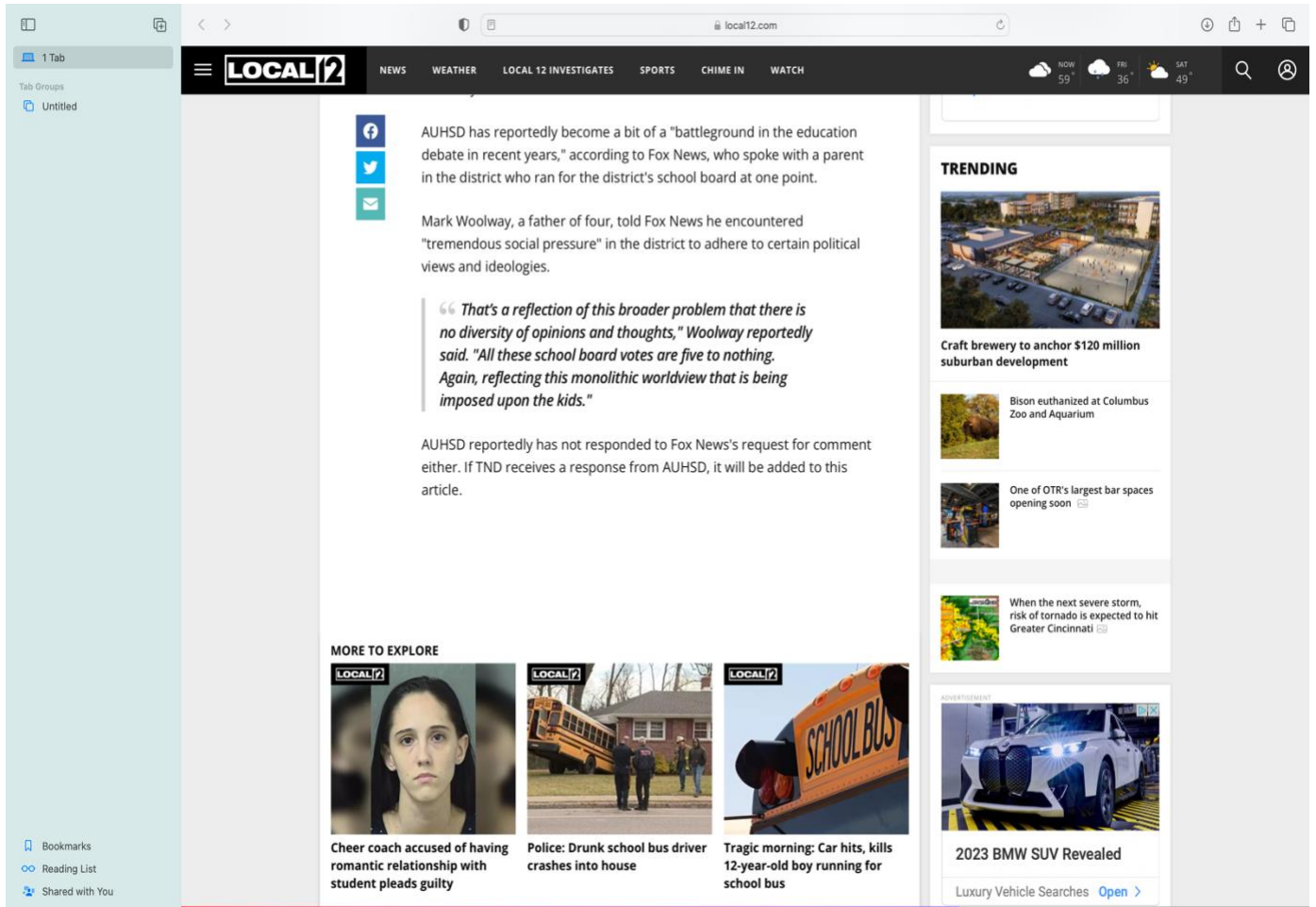
AUHSD has reportedly become a bit of a "battleground in the education debate in recent years," according to Fox News, who spoke with a parent in the district who ran for the district's school board at one point.

Mark Woolway, a father of four, told Fox News he encountered

2023 BMW SUV Revealed
2023 BMW Crossover Has Arrived. Browse top searches for specs, pricing and more
Luxury Vehicle Searches
[Open >](#)

TRENDING
Craft brewery to anchor \$120 million suburban development
Bison euthanized at Columbus

Ex. A at 3



local12.com

LOCAL 12 NEWS WEATHER LOCAL 12 INVESTIGATES SPORTS CHIME IN WATCH

NEWS


AUHSD has reportedly become a bit of a "battleground in the education debate in recent years," according to Fox News, who spoke with a parent in the district who ran for the district's school board at one point.


Mark Woolway, a father of four, told Fox News he encountered "tremendous social pressure" in the district to adhere to certain political views and ideologies.


"That's a reflection of this broader problem that there is no diversity of opinions and thoughts," Woolway reportedly said. "All these school board votes are five to nothing. Again, reflecting this monolithic worldview that is being imposed upon the kids."

AUHSD reportedly has not responded to Fox News's request for comment either. If TND receives a response from AUHSD, it will be added to this article.


MORE TO EXPLORE


 **Cheer coach accused of having romantic relationship with student pleads guilty**


 **Police: Drunk school bus driver crashes into house**


 **Tragic morning: Car hits, kills 12-year-old boy running for school bus**

TRENDING

 **Craft brewery to anchor \$120 million suburban development**

 **Bison euthanized at Columbus Zoo and Aquarium**

 **One of OTR's largest bar spaces opening soon**

 **When the next severe storm, risk of tornado is expected to hit Greater Cincinnati**

2023 BMW SUV Revealed

Luxury Vehicle Searches [Open](#)



EXHIBIT B

Contractual Agreement

Acalanes Education Association
Acalanes Union High School District

Lafayette, California

7/1/2024

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1. ARTICLE 1: AGREEMENT

1.1. This is an Agreement between the Acalanes Union High School District (hereinafter referred to as “District”) and the Acalanes Education Association/CTA/NEA (hereinafter referred to as “Association”) effective July 1, 2021 through June 30, 2022.

2. ARTICLE 2: RECOGNITION

2.1. The District confirms its recognition of the Association as the exclusive representative for regular day school teachers, librarians, nurses, guidance counselors, wellness coordinators, psychologists and speech therapists (collectively hereinafter referred to as “unit members”).

3. ARTICLE 3: SALARIES

- 3.1. The salary schedules and salary classifications requirements of all unit members are set forth in Appendix A (Salary Schedules), Appendix B (Schedule B Salary Schedule), Appendix C (Extra Duty Paid Assignments).
- 3.2. Unit members whose assignment is less than full time will be paid in direct proportion to the FTE assigned.
- 3.3. The certificated salary schedules for teaching positions, counselors, and psychologists shall be according to the revised schedules in Appendix A.
- 3.4. Step assignment and movement is based on the number of years of experience in another public or private school while possessing a valid California Teaching Credential or experience in another state while holding a credential recognized for reciprocity by the California Commission on Teacher Credentialing. New certificated employees hired by the district may transfer up to 10 years of teaching service. That number can be exceeded by mutual agreement between the District and AEA President/Designee.
- 3.5. Unit members who qualify for column increase shall be paid the increased salary beginning the first day of the month following the time the employee submits proof of this increase (Ed Code 45048). Such pay shall begin no later than three pay periods or three months whichever is longer.
 - 3.5.1. All of the following count as units towards column movement
 - 3.5.1.1. Semester units (or their equivalent) above a bachelor's degree earned at a college or university in the field in which a certificated employee is credentialed or teaches.
 - 3.5.1.2. Semester units (or their equivalent) above a bachelor's degree earned at a college or university outside of the field in which a certificated employee is credentialed provided it is relevant to the employee's professional development or the employee has obtained prior approval from the district personnel administrator.
 - 3.5.1.3. Educational travel related to the employee's teaching or credential subject provided prior approval was obtained from the district personnel administrator. Units shall be awarded based on one unit per 15 hours of travel with a maximum of two units that can be received per trip. The maximum number of units that can be earned through educational travel by any individual is six.
 - 3.5.1.4. Workshop or professional development hours related to the employee's teaching or credential subject. One unit per 15 workshop hours shall be granted provided that the expense of the workshop (if any) is paid for by the employee and the activity takes place outside of contract hours. The employee must receive prior approval from the district personnel administrator unless the workshop is offered by the district in which case approval is implied.
- 3.6. The yearly stipend for a MA, MBA or its equivalent shall be paid per Schedule B. The yearly stipend for a Ph.D., JD, Ed.D., or its equivalent shall be paid as per Schedule B.

4. ARTICLE 4: ASSOCIATION ORGANIZATION

4.1. Organizational Security

- 4.1.1. The Association will provide a list of members and the amount to be deducted to the District. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the unit member
- 4.1.2. . Such deduction shall be made only upon the authorization of the Association
- 4.1.3. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until notification by the Association.
- 4.1.4. At the start of the school year, when the staffing list is periodically updated, and by request, the Association will be provided a list of staffing and new hires including names, addresses, employment status, and full-time equivalencies of unit members.
- 4.1.5. Any unit member who is paying membership dues may stop making those payments by giving written notice to the Association during the period not less than thirty (30) and not more than more forty-five (45) days before (1) the annual anniversary date of the unit member's authorization. The Association shall notify the District in writing of the change and the District will honor the unit member's deduction authorization, pursuant to the Union's notice to the District.
- 4.1.6. With respect to all sums deducted by the District pursuant to Section 4.1.1, 4.1.2 and 4.1.4 of this Article for membership dues, the District agrees to remit such monies to the Association monthly accompanied by a list designating unit members for whom such deductions have been made.
- 4.1.7. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. The District will provide the association with access to New Employee Orientations for the purpose of providing information to new hires. The Association will be provided at least 10 days advance notice before the Employee Orientation.
- 4.1.8. The Association shall indemnify, defend and hold harmless the District, its Board members, its Superintendent, and its Assistant Superintendent, Business Services against any court action or proceeding before the Public Employment Relations Board challenging the legality or constitutionality of the Association Organization article of this Agreement or its implementation.
- 4.1.9. The Association shall have the exclusive right to decide and determine whether any such claim or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed, but shall consult with the District prior to making such decision or determination.
- 4.1.10. Upon request, the District agrees to grant release periods for Association officers to perform unit business. The Association shall reimburse the District for release periods at the rate for Column C, Step 5 of the salary schedule. At the AEA'S request, the Association president and vice president teaching schedules shall be coordinated as necessary.

4.2. Association Operations

Agreement Between AUHSD and AEA, Continued

- 4.2.1. As a basic operating principle, the District and the Association believe that a collaborative approach to settling issues is preferable to both parties seeking legal remedies for routine situations. Unit members and Association representatives are encouraged to consult with site and District administration regarding any issue impacting his/her conditions of employment.
- 4.2.2. The District will provide access to and use of school facilities, subject to applicable codes and policies. The Association may schedule meetings utilizing district facilities during non-working hours, as long as the facility is available and does not conflict with previously scheduled events. The Association may meet with unit members during their duty free lunch-time at the discretion of the members.
- 4.2.3. Association representatives, who are not members of a particular school staff, shall have access to a campus during reasonable times during a school day, as long as they have signed in with the main administrative school office and the visit does not interrupt classroom instruction.
- 4.2.4. Unit members may use District email, bulletin boards and school mailboxes for Association business, subject to applicable codes and policies.

5. ARTICLE 5: TEACHING HOURS

5.1. Unit Member's Workday:

5.1.1. The classroom unit members' workday shall include seven contiguously scheduled equal periods, only five of which shall be used for teaching. The other two periods shall be utilized primarily for preparation for classroom instruction. The classroom unit member assigned to work 1/5, 2/5 and 3/5 will be assigned one prep period, and the classroom unit member assigned to work 4/5 will be assigned 1 3/5 prep periods.

5.1.1.1. The classroom unit members' workday shall begin thirty minutes before the unit member's first scheduled period and end fifteen minutes after the last scheduled period of the day, including preparation period.

5.1.1.2. Teachers who are selected to serve on special assignment ("TOSA") are not eligible to teach a 6th period (1.2). Any exception to this must be made with approval both from the AEA president or designee and Human Resources.

5.1.2. The Non-Classroom Unit Member's Workday: Non-classroom unit members' include counselors, librarians, speech and language specialists, psychologist, inclusion specialists, nurses, and any other non-classroom unit member positions created by the Governing Board during the duration of this Agreement.

5.1.2.1. During the 186-day school calendar, the workday for non-classroom unit members begins thirty minutes before the unit member's first scheduled period and ends fifteen minutes after the 7th period or the employee's last scheduled period of the day.

5.1.2.2. Librarians' workday shall be the equivalent number of hours as those of other certificated, non-management employees.

5.2. Classroom Unit Member Teaching Six Periods: Permanent full-time classroom unit members may teach a sixth period based upon the following conditions:

5.2.1. If no qualified part time classroom unit member at the site or at other sites is interested;

5.2.2. The District shall notify the Association (AEA President or designee) when it seems imminent that a classroom unit member will be needed to teach a sixth period. A classroom unit member will only be allowed to teach a sixth period when all other possibilities have been exhausted;

5.2.3. A teaching assignment greater than five periods is open to a permanent classroom unit member with a "Overall Rating" of "Satisfactory" on his or her last evaluation (Form B) who is assigned to teach at the site in need. If more than one qualified classroom unit member volunteers to teach a sixth period, the following criteria, in the following order or preference, shall apply:

5.2.3.1. Availability of the classroom unit member;

5.2.3.2. Valid Credential;

5.2.3.3. Teaching experience in the subject area;

5.2.3.4. Seniority in the District;

5.2.3.5. If all candidates meet the criteria set forth in 5.2.3 equally, then the final recommendation rests with the principal.

5.2.4. Any teaching assignment greater than five periods shall be with Association approval.

5.3. Participation in co-curriculum activities: Unit members shall participate in the following activities:

5.3.1. Parent and student conferences scheduled at mutually agreed upon times.

5.3.2. Department, faculty, and other meetings held during the unit member's scheduled workday.

5.3.3. Back-to-School night (one per year in the fall) and Open House (one per year in the spring).

5.3.3.1. The ending time for both Open House and Back to School Night will be no later than 8:30 pm. Unit members will be required to report no earlier than 6:00 pm for a maximum of two hours of assigned duty.

5.4. Extra Duty: Unit members shall participate in extra duty according to the following procedures:

5.4.1. Unit members shall be required to participate in no more than the equivalent of three duties every two years commencing on the 2010-2011 school year.

5.4.2. . A Principal or a designee and an AEA representative designated by the AEA president will develop a system that assures the equitable distribution of extra-duty assignments requiring faculty supervision. To allow for administrator and AEA collaboration, all efforts will be made to determine the upcoming year's calendar of extra duties prior to the end of the current school year. The Principal shall make the final decision on extra-duty assignments and AEA members will sign up at the start of the school year

5.4.3. Those unit members who supervise activities which are listed in Appendix C (Paid Assignments) shall be remunerated at the rates set forth in Appendix C. These supervisions will not be counted towards or assigned as Extra Duty.

5.4.4. Unit members who travel between two sites during the school day will be exempt from extra duty requirements at all sites where they work.

5.5. Substitution: When requested by an administrator any classroom unit member, including part-time classroom unit members, will substitute for another classroom unit member during his/her preparation period. All substitutions will be paid per Schedule B.

5.5.1. Unit members who travel between two sites during a school day will be the last asked to do prep period substitution at the school site where they have their prep period.

5.6. It is agreed that unit members who are asked by their supervisor to perform their normal work duties outside of their normal work year (e.g. 504 coordinators or nurses who work during the summer to prepare materials for the follow school year) will be paid at their per diem rate.

Agreement Between AUHSD and AEA, Continued

- 5.7. Unit members, who are required by their supervisor to travel between two sites during a school day, will receive a traveling teacher stipend on Schedule B paid on a monthly basis. The traveling teacher stipend includes all compensation associated with a split-site assignment , including mileage reimbursement.
- 5.8. New teacher orientation, held prior to the school year, will be compensated either at the District workshop rate or with professional growth units.
- 5.9. Block Scheduling: In schools which use block scheduling, the total teaching hours and total preparation time shall be equal in any one week, the time allotted in Section 5.1 of this Article. On minimum or shortened school days, the principal may establish a schedule that differs from the standard practice here described

6. ARTICLE 6: SCHOOL YEAR CALENDAR

- 6.1. The work year for teachers and all other certificated personnel who do not have extended year assignments shall be 180 teaching days, two (2) work days, one (1) institute day, and three (3) staff development days.
 - 6.1.1. Teacher work days are primarily for the purpose for completing grading and other end-of-the-semester activities such as checking out. Barring emergencies, no required meetings shall be scheduled on these days.
- 6.2. The work year for counselors and psychologists shall be 193 service days, which include three (3) staff development days, noted in 6.1 above. The supervisor(s) for the school counselors and school psychologists shall meet with each employee on or before June 1 to schedule the dates to be worked beyond the 186-day school calendar for the upcoming school year.
- 6.3. Days or time served on extra assignments (such as summer school) shall not be counted as part of the teacher's work year.
- 6.4. The Association and the District shall meet prior to January 10 of each school year to mutually agree regarding the calendar for the following school year and a tentative calendar for the subsequent year.

7. ARTICLE 7 –LEAVES

7.1. Sick/Personal Necessity Leave

- 7.1.1. Each unit member has twelve days of sick/personal necessity leave per school year, which is accumulated from year-to-year without limit.
- 7.1.2. A unit member who has been employed for a period of one or more school years, and who subsequently accepts a position in another school district, shall have transferred with him/her to the second district the total amount of leave of absence for illness or injury to which he/she is entitled under Education Code Section 44978. Employees of other school districts who are employed by the Acalanes District will be credited with the accumulated number of days of sick leave recorded in former districts under Education Code Section 44979.
- 7.1.3. Unit members who are absent on account of illness or accident shall be entitled to differential compensation in accordance with Education Code Section 44977.
- 7.1.4. Unit members shall report their absences in advance to the Human Resources Department substitute system unless they are not able to do so because of an emergency.
- 7.1.5. After three consecutive days of absence due to illness or injury, unit members shall provide a doctor's certificate to Human Resources if requested.
- 7.1.6. Personal necessity leave may be used by unit members for family, personal, or religious obligations. For employees who want to take personal necessity in excess of two consecutive days, the employee shall inform site administrators and Human Resources as early as is feasible using the district form. In the event advanced notice is not feasible, employees should contact their site administrator.
- 7.1.7. In the event an employee is excessively absent (12 or more days in any one school year), a meeting with the employee may be requested by Human Resources to discuss excessive absenteeism.

7.2. Family Care and Medical Leave

- 7.2.1. Under the Federal Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act, eligible employees are entitled to up to 12 work weeks of unpaid, job-protected leave within a twelve-month period for family and medical reasons in accordance with the policy outlined in Appendix D. The twelve month period shall begin with the first day of FMLA/CFRA leave.
 - 7.2.1.1. Unit members who are absent on account of their own illness or accident shall be entitled to differential compensation in accordance with Education Code 44977.

7.3. Catastrophic Leave

- 7.3.1. Bargaining unit members may apply and be eligible to receive catastrophic leave pursuant to the following:
 - 7.3.1.1. The unit member has exhausted all accrued sick leave.
 - 7.3.1.2. The unit member has sent a letter requesting Catastrophic Leave and supporting materials to the District's Human Resources Department.

- 7.3.1.2.1. If the unit member is incapacitated, a letter requesting Catastrophic Leave and supporting materials may be sent by a member of the unit member's family, or by the Association.
- 7.3.1.3. The unit member has donated sick leave credits to the reserve during the period as defined in 7.3.7.
- 7.3.1.4. The unit member is suffering from an incapacitating illness or injury that is expected to continue for an extended period of time, i.e., for a minimum of twelve consecutive duty days as verified by an appropriate physician, and which prevents the unit member from performing his/her regularly assigned work.
 - 7.3.1.4.1. Catastrophic leave may be taken on an intermittent basis, after the twelve (12) consecutive days, if verified by a physician. Intermittent leave will only be approved after the first twelve (12) consecutive days for treatment or conditions reasonably requiring non-consecutive absences that relate to the original catastrophic illness or injury, such as chemotherapy.
 - 7.3.1.4.2. Catastrophic leave may also be used by unit members who have had to take a part time medical leave of absence because of a catastrophic illness, in order to bring the unit member up to their level of pay before taking the part time medical leave of absence, as set forth in Appendix L.
 - 7.3.1.4.3. Medical verification shall set forth that there is an incapacitating illness or injury and expected length of absence. Examples of catastrophic illness or injury include, but are not limited to, long term illness and/or disabilities, such as cancer, heart attacks, and strokes; severe respiratory conditions; spinal injuries; and medical complications as a result of childbirth, which require the employee to miss a minimum of twelve (12) consecutive work days.
 - 7.3.1.4.4. Maternity leave and catastrophic leave are not to be used concurrently.
 - 7.3.1.4.5. If the Committee reasonably believes that the unit member may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the unit member apply for those benefits.
- 7.3.2. A unit member will be granted no more than 90 days of catastrophic leave per school year.
 - 7.3.2.1. The 90 days may be used as percent increments for members on differential leave or a part time medical leave of absence in order to bring the unit member up to their level of pay before taking the part-time medical leave of absence.
 - 7.3.2.2. Part time unit members may use catastrophic leave on a pro rata basis.
- 7.3.3. There is not a life-time maximum for days of Catastrophic Leave that may be granted to a unit member.
 - 7.3.3.1. The Catastrophic Leave Committee may consider the number of days granted to a unit member in previous years when making decisions on Catastrophic Leave Requests.

- 7.3.4. Catastrophic leave shall be available after exhaustion of accrued sick leave per Appendix L.
- 7.3.5. Eligible members shall only be entitled to use catastrophic leave that is available in the bank.
- 7.3.6. Catastrophic Leave Committee: An Association-District Catastrophic Leave Committee comprised of three representatives from the Association, appointed by the Association President, and a non-voting member from the District, appointed by the Superintendent, shall administer the provisions of this article. The duties and obligations of this committee shall include the following:
 - 7.3.6.1. Determine that the unit member is eligible for catastrophic leave, which may include a request for more information from the member's physician.
 - 7.3.6.2. Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, subject to a 30-day review.
 - 7.3.6.3. Monitor of the status of the catastrophic leave bank at all times.
 - 7.3.6.4. Be bound by appropriate rules of confidentiality.
 - 7.3.6.5. A unit member may reapply one time for the same condition to the Catastrophic Leave Committee, if she/he provides additional information. Barring significant change in the unit member's condition, additional applications will not be considered.
 - 7.3.6.6. The decision of the Catastrophic Leave Committee is final.
- 7.3.7. Procedure for Contributing Catastrophic Leave Credit.
 - 7.3.7.1. To be a member of the Catastrophic Leave Bank, unit members must contribute one sick leave day during an open enrollment period.
 - 7.3.7.1.1. Catastrophic leave bank open enrollment periods begin on the first teacher work day and end September 30, or as specified by the Joint Association-District Catastrophic Leave Committee. This enrollment period is for new members or members who have not contributed since the last required enrollment period.
 - 7.3.7.1.2. Unit members who do not contribute during an open enrollment period may not participate in the Catastrophic Leave program, and may not contribute until the next open enrollment period, as determined by the Committee.
 - 7.3.7.1.3. Unit members hired after the start of the school year may contribute to the Catastrophic Leave Bank within the first 30 calendar days of employment.
 - 7.3.7.1.4. Part-time unit members may contribute to the catastrophic leave bank on a pro rata basis during the open enrollment period.
 - 7.3.7.2. If the number of days in the catastrophic leave bank falls below 50% of the bargaining unit member FTEs for two consecutive years, the catastrophic leave provision in this contract shall automatically be rescinded.

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7.3.7.3. If the number of days in the bank drops below the equivalent of 50% of the bargaining unit, all members shall be required to contribute during the next open enrollment period to remain eligible for the bank from that point forward.

7.3.7.4. Days in the Catastrophic Leave Bank shall accumulate from year to year; however, such leave does not accrue to any individual employee.

7.3.7.5. Contributions of catastrophic leave credits are irrevocable.

7.3.8. Miscellaneous

7.3.8.1. Unit members receiving Workers' Compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credit provided in this section.

7.3.8.2. Approval or denial of catastrophic leave request by the Association-District Catastrophic Leave Committee shall be final and not be subject to appeal or subject to Article 13-Grievance Procedure of this agreement.

7.3.8.3. Family Medical Leave Act (both Federal and California) leave for the employee's own serious health condition shall run concurrent with catastrophic leave after exhaustion of differential pay.

7.3.8.4. Unit members who exhaust their catastrophic leave and Family Medical Leave Act leave in one school year may continue their health and welfare benefits coverage by paying the appropriate premiums.

7.3.8.5. The Human Resources Department will notify AEA and the Catastrophic Leave Committee of the number of days in the Catastrophic Leave Bank by August 1st of each school year.

7.4. Maternity Leave

7.4.1. A female unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovering there from, shall be granted a leave of absence.

7.4.2. The length of the leave of absence, including the date on which the leave is to commence and the date on which the unit member will resume duties, shall be determined by the unit member and physician. A doctor's certificate indicating the date on which the leave is to commence and/or the date on which the unit member may resume duties shall be provided by the unit member when applying for maternity leave.

7.4.3. A unit member granted a maternity leave shall be entitled to receive the compensation and benefits as provided for by the California Pregnancy Disability Leave Act (PDLA). Eligible employees shall also be entitled to receive compensation and benefits as provided for by the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

7.4.3.1. Maternity leave is defined as the actual length of paid leave based on the physician's note. Maternity leave ends when the employee is medically able to return to work. Maternity leave is provided for under FMLA and PDLA, which run concurrently. During this time, the employee first exhausts all accrued sick leave and then receives differential pay. During this period,

differential pay is defined as the employee's per diem rate less the full day, non retirees, first 20 day rate.

- 7.4.4. If an eligible new mother is medically able to return to work but wishes to remain on leave, up to 12 work weeks leave is provided for by the Maternity-Paternity Leave provision of CFRA. Per Ed. Code 44977.5 as amended by AB 375 , the Maternity-Paternity Leave provision will be paid leave; the employee first exhausts all accrued sick leave, then receives differential pay. During this period, differential pay is 50% of the employee's per diem rate.
- 7.4.5. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth, shall be treated the same as leaves for illness, injury or disability.

7.5. Paternity Leave (Child Bonding)

- 7.5.1. Eligible employees are entitled to up to 12 work weeks of paternity leave by the Maternity-Paternity Leave provision of CFRA. Per Ed. Code 44977.5 and as amended by AB 375, the Maternity-Paternity Leave provision will be paid leave; the employee first exhausts all accrued sick leave, then receives differential pay. During this period, differential pay is 50% of the employee's per diem rate.

7.6. Bereavement Leave

- 7.6.1. Each unit member is entitled to five days of bereavement leave of absence in case of the death of any member of his/her immediate family or the death of a person of significance to the unit member. Five additional days shall be allotted if the unit member is required to travel beyond the continental United States.
 - 7.6.1.1. Should the member have used personal days to visit with the immediate family member or person of significance in the two weeks preceding the death, the member may designate them as bereavement as part of the leave allocated in 7.6.1. Such designation must occur within 30 days of the personal days taken. Per 7.6.1, no more than 5 bereavement days (or 10 for international) total may be used per death of a family member or person of significance.
- 7.6.2. No deductions shall be made from the salary of the unit member resulting from such leave of absence. Pay deductions shall be made for any days beyond those specified above on a per diem basis.

7.7. Industrial Accident Leave

- 7.7.1. Unit members shall be entitled to industrial accident and illness leave as authorized in Education Code Section 44984.

7.8. Regular Leaves of Absence

- 7.8.1. Regular leaves of absence not to exceed one year may be granted by the Board upon the recommendation of the Superintendent.
 - 7.8.1.1. Regular leaves of absence may be granted only to those unit members who have achieved permanent status.

7.8.1.2. Regular leaves of absence may be granted for the following:

- Study or travel by the employee which will benefit the schools and students of the district;
- A temporary relocation with the employee's spouse or domestic partner from which the employee will return;
- Personal reasons that may compel a unit member to be away from the district/area.

7.8.2. Employees shall submit requests for a leave of absence by March 1 or as soon as they know they will need the leave of absence.

7.8.2.1. Leave requests received by the district by the March 1 deadline for reasons stated in 7.1.1.2 may be approved by the district for the following school year.

7.8.2.2. The district shall notify employees who have requested a leave of absence by the March 1 deadline as soon as possible, but no later than 45 calendar days after receiving the request, of their approval/disapproval of the leave.

7.8.3. Leave requests received by the district after the March 1 deadline for the reasons stated in 7.1.1.2 may be approved by the district if a suitable replacement can be found.

7.8.3.1. For unit members who apply for a leave of absence after the March 1 deadline, the district will proceed with due diligence to process the applications.

7.8.4. If a part-time leave of absence is not approved, unit members will have the right to resign a portion of their position.

7.8.5. No regular leave shall be granted during the school year unless a satisfactory replacement can be obtained.

7.8.6. No salary increment shall be granted for time spent on regular leave. Upon his/her return to teaching, a unit member's salary shall be one step higher than that received during his/her last full year of service. If a teacher uses a regular leave of absence to teach in a foreign country, the District may grant additional years of service as appropriate to the unit member's experience during that time, as determined by the Associate Superintendent of Administrative Services.

7.9. Exchange Teacher Leave

7.9.1. A unit member may be granted a leave of absence to participate in an exchange teacher program. A unit member who is granted a leave of absence as an exchange teacher will be granted the same credit for service as if the teaching had been done in the Acalanes Union High School District.

7.10. Consultant Leave

7.10.1. A leave of absence may be approved for any unit member to perform consultant services outside the District during working hours.

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7.10.2. If the unit member is compensated for his/her services, he/she shall reimburse the District for the cost of his/her substitutes.

7.10.3. The unit member is not eligible for workman's compensation benefits from the district as a result of any injuries sustained while serving as a consultant.

7.10.4. Travel or other expenses incurred as a result of outside consultant service performed by a unit member shall not be paid by the District.

7.11. Sabbatical Leave (Full Year)

7.11.1. Granting Leaves

7.11.1.1. Sabbatical leaves of absence may be granted in accordance with Education Code Sections 44966 and 44969.

7.11.1.2. A unit member who has rendered service for at least seven consecutive years may be granted a leave of absence not to exceed one year, upon the recommendation of the Superintendent and the approval of the Governing Board, for study or travel directly benefiting the pupils of the District.

7.11.2. Application

7.11.2.1. An outline of the proposed work to be taken or travel plans must be presented at the time application is made. The unit member will sign a written statement that he/she will return to the District for two years after the leave is completed.

7.11.3. Compensation

7.11.3.1. Compensation will be in accordance with the Education Code Sections 44968 and 44968.5, which shall be equal to one-half the unit member's regular pay for the term of the leave.

7.11.4. Requirements

7.11.4.1. Sabbatical leave for study will be to complete twelve upper division or eight graduate units in one semester or ten units in a semester if it is a combination of both upper division and graduate units. At the conclusion of the sabbatical leave, such reports may be required by the Board as are agreed upon in advance.

7.12. Sabbatical Leave (One Semester)

7.12.1. The District may approve up to five sabbatical leaves for one semester at 75% of the unit member's regular pay for the semester of leave. A unit member may apply for a one-half year leave at 75% pay or a regular leave at 50% pay, but not a combination of one semester at 75% and one semester at 50%. A one-semester sabbatical at 75% pay shall be for full-time study at a college or university or research related travel. If more than five requests are received, recommendations for approval will be based upon the potential benefit to the District.

7.13. Court Duty Leave

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7.13.1. Unit members shall be granted full paid leave to serve as a juror, a court witness or litigant upon being so summoned.

7.13.1.1. Members who are summoned for jury duty at a court that is more than 15 miles away from their site of employment shall be granted a full day paid leave regardless of whether they serve. The jury summons shall serve as verification for this absence.

7.13.1.2. Members who have to serve more than one day of jury duty shall surrender to the District all compensation, except that for mileage, received by the unit member for such service.

7.13.1.3. Members who postpone their jury duty service to non work days will receive the rate retired teacher substitutes are paid per day of service.

7.14. Acalanes Education Association Member's Leave

7.14.1. The District shall grant leave to any Association officer to participate in or attend to Association (AEA and CTA/NEA) business as set forth in Education Code section 44987 when such participation has been approved by the Executive Board or Representative Council of the Association.

7.14.2. Additionally, the District shall grant leave to any Association member to attend CTA/NEA or Association sponsored conferences, workshops, or meetings when such attendance has been approved by the Executive Board or Representative Council of the Association.

7.14.2.1. The limit of days used for such leave shall not exceed ten days in an school year for any combination of non-officer association members attending such conference or workshops.

7.14.3. The Association shall reimburse the District for the necessary ten days of substitute time for said employees.

7.15. Administrative Leave

7.15.1. Unit members may be placed on administrative leave. Administrative leave is defined as a paid leave of absence for the purpose of conducting district business.

7.15.2. In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy without the unit member's name concurrently provided to the Association President. While on administrative leave, the member will continue to receive full pay and benefits.

7.16. Placement on Salary Schedule Subsequent to Leave/Resignation.

7.16.1. If a unit member resigns his/her position subsequent to having been granted a leave of absence for one year, the Board may, within a two-year period of the initial granting of the leave and if a vacancy exists in the unit member's subject area, restore the unit member to the salary placement one step higher than that received during his/her last full year of service.

7.16.2. If a unit member is not granted a leave of absence and elects to resign his/her position, the District may opt to rehire the unit member should an opening exist. The District may grant the unit member

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permanent status with credit given for total years of services should an appropriate permanent teaching position exist. This provision is effective beginning with those who request a leave of absence for the 2007-2008 school year.

8. ARTICLE 8: CLASS SIZE

- 8.1. The average class size for each department will be calculated by dividing the maximum student contacts per teacher listed in Section 8.3 of this article by five (5). In the Spring of each year, the principal or designee will meet with department chairpersons as needed to review each department's needs and allocations. The principal or designee, together with department chairpersons, will develop the school schedule. The school schedule is subject to the final approval of the principal.
- 8.2. If there is insufficient enrollment to maintain a course, or if there are not enough sections allotted to a department to maintain the average departmental class size, the principal and department chairperson will meet to resolve the problem.
- 8.3. Curricular area student contact limits shall be as follows (see appendix P for specific classes in each curricular area):

<u>Curricular Area</u>	<u>Maximum Student Contacts Per 1.0 FTE</u>
Career/Technical Education	140
Career/Technical Education	150
Drama	145
English	145
English Language Development	120
Instrumental Music	200
Intervention Courses	125
Mathematics	155
Physical Education/Health	225
Science	150
Social Studies	155
Visual Art	140
Vocal Music	275-300
Other Music	150
World Language	150
Other	To be collaboratively determined by course advisor (certificated teacher) and site administration

- 8.4. AEA and the District mutually support the goals of the American School Counselor Association in the area of counselor-student ratio (currently 1:250). Additional local, state and federal counseling funding opportunities will be pursued when available to enhance counseling services.

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8.5. Blended Schedules: The maximum student contacts of teachers teaching in multiple curricular areas shall be calculated proportionately. In cases of blended schedules no individual class shall exceed the average class size for the department by more than 10%.

<u>Maximum Enrollment Example:</u> Contract limits for someone teaching 3 sections of math and 2 sections of science: Math (31) x 3 classes = 93 Science (30) x 2 classes = 60 Total Contacts = 153	<u>Actual Enrollment Example:</u> Math (No section exceeds 34) x 3 = 102 Science – 43 students in 2 classes = 43 Total Contacts = 145*
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*Falls within maximum contact limit of 153 students and the 10% provision of Article 8.5 of the collective bargaining agreement.

8.6. Curricular Area Contact Overages

8.6.1. The AEA President or designee will work with the District Office before the start of the school year to view projected contacts and identify, eliminate or mitigate overages whenever possible before schedule distribution and the start of the school year. AEA and the District may agree in advance on mitigations to address overages that have no potential solution. .

8.6.2. During the first 10 days of instruction, the AEA President or designee shall work with site principals to resolve any identified overages.

8.6.3. By the 15th day of instruction, any unresolved overages shall be mitigated by mutual agreement between the AEA President (or designee with the Association’s approval) and the District administration.

8.6.4. For overages identified after the school year: .

8.6.4.1. Within 10 days of identification of the overage, the AEA President or designee shall work with the site principal to resolve the identified overages.

8.6.4.2. If no resolution is reached, the AEA President or designee and District administration shall meet to mitigate by mutual agreement within 15 days of instruction.

8.7.If AEA and the District cannot reach a resolution for an overage, the overage is subject to the grievance article, Step II.

8.8. Special Education staffing will be appropriate to maintain caseloads at or below the maximums stated below.

8.8.1. Special Education Teacher Caseloads

8.8.1.1. Special Education caseloads consist of students with current Individual Education Plans

8.8.1.2. Learning Skill Teacher (mild/moderate) caseloads shall not exceed 28.

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8.8.1.3. Service Specific Teacher (Life Skills Classes, Learning Intervention Class, Transition Classes) caseloads shall not exceed 15.

8.8.1.3.1. Excluding IEP mandates (such as 1 to 1 assistance), Instructional Aide time shall be allocated to appropriately support all students in the classroom. With consideration for unique student needs, additional Instructional Aide time may be allocated to Life Skills classes when caseloads exceed 12.

8.8.1.4. Speech Therapist caseloads will not exceed 55.

8.8.2. Caseload Overages

8.8.2.1. When a caseload overage is identified, the principal and Special Education department chair shall meet and develop a plan to resolve the issue within 5 work days; this plan shall be implemented within 10 work days. A state waiver will be filed if needed for a caseload over 28 students. Caseloads will not exceed 32 students.

8.8.2.2. If no resolution is reached at the site level, the Superintendent or designee shall meet with the AEA President or designee to develop and implement a resolution within 15 work days.

8.8.2.3. If no resolution is reached, the overage is subject to the grievance article, starting at Step II.

8.8.3. When the site learning skills total enrollment exceeds the total site caseload maximum by 5 or more students, the District will allocate the appropriate an additional FTE to ensure caseload maximums are not exceeded. In the event the additional FTE is temporary, the FTE may be removed with 30 days notice during the school year when said FTE is no longer necessary to maintain caseloads at or below contract maximums.

8.9 Master Scheduling Process

All efforts will be made to make the Master Scheduling Process a collaborative effort with clear and transparent communication related to the process and the development of the schedule. The process and status of the master scheduling process will be communicated to the teachers on regular basis.

The AEA President will designate a site scheduling liaison. The AEA site scheduling liaison shall be informed of the detailed process, and potential problems and conflicts. He/she will work with site administration to ensure clear communication and adhere to the master scheduling process as outlined in the agreement.

8.9.1 Two weeks prior to Spring Break, the Principal will make the "Teaching Assignment Request Form" available to all teachers. No later than the Wednesday prior to Spring Break, teachers will return completed forms to the Principal and their respective Department Chair.

During the week following the Spring Break, the Principal will share with each Department Chair their respective, preliminary number of sections allocated by course.

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During the week following the Spring Break, Department Chairs will facilitate a meeting with department members to discuss potential scheduling issues that arise early in the master scheduling process. Issues to address may include, but are not limited to the following: teaching assignments, classrooms, travel, and subject-specific concerns such as level-change trends. Department Chairs will share a summary of their meeting with department members and the Principal.

Prior to the end of April, the Principal will meet with each Department Chair regarding schedule development.

Using the information gained from the previous steps of the master scheduling process, the Principal will develop a draft master schedule, taking into account the requests of individuals, the needs of specific departments, and overall schoolwide requirements.

Draft department schedules may include sections set by period and sections allocated by period and teacher, and/or room assignments due to constraints identified during the master scheduling process.

Draft schedules will be shared with Department Chairs prior to the May Department meeting to be held no later than May 15.

Department Chairs will facilitate the meeting with the members to finish drafting a departmental schedule and provide the feedback to the Principal by the end of the week of the meeting.

The Principal will finalize the master schedule and provide individual teaching assignments by the first day of Final Exams.

The Principal has the final decision on the master schedule. Should a change in a teacher's schedule and/or room assignments become necessary during the summer, a site administrator will attempt to contact the teacher at the most current contact phone number and personal email on file with the district/school.

Master Scheduling Process Timelines

The timelines below shall apply to the development of the master schedule. If the date falls on a weekend or holiday, the timeline shall be extended to the next workday.

Deadline On or Before:	Responsibilities
Two weeks prior to Spring Break	<ul style="list-style-type: none">Principal will make "Teaching Assignment Request Form" available to all teachers
Wednesday prior to Spring Break	<ul style="list-style-type: none">Teachers will return completed "Teaching Assignment Request Forms" to the principal. .
Week following Spring Break	<ul style="list-style-type: none">Department chairs will facilitate a meeting with department members to discuss potential scheduling issues. .
End of April	<ul style="list-style-type: none">Principal will meet with each Department Chair regarding schedule development.

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No later than May 15	<ul style="list-style-type: none"> Principal will share draft department schedules with Department Chairs.
May Department Meeting	<ul style="list-style-type: none"> Department Chairs will facilitate a meeting with members to finish drafting a department schedule and provide feedback to the Principal at the end of the week.
First Day of Final Exam week	<ul style="list-style-type: none"> Master schedule is finalized and teachers are provided with individual teaching assignments.

The principal has the final decision on the master schedule. Should a change in a teacher’s schedule and/or room assignments become necessary during the summer, a site administrator will attempt to contact the teacher at the most current contact phone number on file with the district/school.

8.9.Schedule B

Schedule B positions are available to all AEA members on annual basis. All members will be provided the opportunity to be considered for one or more Schedule B positions for the upcoming school year. Salary Schedule for the specific positions shall be set forth in Appendix B.

Application and Selection Process Timeline

Deadline On or Before:	Responsibilities
March 1	<ul style="list-style-type: none"> Schedule B Applications will be made available to all members. The form will be available together with the “Teaching Assignment Request Form.” Principal will announce various positions and availability to staff
March 31	<ul style="list-style-type: none"> Completed Schedule B Applications will be submitted to the principal Principal will provide copies of Schedule B Applications to the Human R office
May 15	<ul style="list-style-type: none"> Principal will notify those members that requested consideration of his/her decision.

Completing a Schedule B Application is not a requirement to be selected for a Schedule B position. Principals may select any member for a Schedule B position. Principals may elect for a Schedule B position to be unfilled.

8.10. Requesting Increased FTE

By February 1st of each school year, the District will provide members the opportunity to request additional FTE, up to 1.0 FTE. A Request for Consideration Form will be attached to the February 1st email and must be returned to the HR office prior to March 1st. Members requesting consideration will be notified during the master schedule building process if there is an opportunity for increasing FTE. Increasing FTE for members, with or without submission of the Request for Consideration Form, is at the discretion of the District.

9. ARTICLE 9: DEPARTMENT CHAIRPERSONS

- 9.1. Role: The role of the Department Chairperson is to coordinate department operations in the school, to provide instructional support for members of the department, to represent and advocate for department needs and to support the development and implementation of curriculum in the school and the district.
- 9.2. Salary Schedule: Department Chairperson salary schedule shall be as set forth in Appendix B.
- 9.3. Department Chairperson will be provided release as needed by the Principal to conduct departmental duties. Based on the recommendation of the chairperson, release time may be utilized by other members of the department to address department goals.
- 9.4. The principal will provide regular feedback to the Department Chair based on the Department Chair job description and their observations.
- 9.5. Selection Process Timeline
 - 9.5.1. March 1: Department Chair Applications available; principal will announce availability to staff
 - 9.5.2. By March 31: Completed Department Chair Applications due to the principal
 - 9.5.3. By April 15: Input on Potential Department Chair forms available; principal will announce availability to staff
 - 9.5.4. By May 1: Input on Potential Department Chair forms due to the principal
 - 9.5.5. Appointment as the Department Chairperson is a year-to-year appointment.

10. ARTICLE 10: TRANSFERS

10.1. Voluntary Transfer

10.1.1. Notices of vacancies shall be posted in all school as they become known.

10.1.2. By March 1, a unit member desiring to voluntarily transfer from one school to another for the following school year shall submit a voluntary transfer request form to the Director of Human Resources (Appendix M). This request is confidential; the request form will be retained in the Human Resources Office for one school year in a file separate from the personnel file. These requests shall not be viewed by a unit member's current site administration. At the start of the next school year, these requests will be destroyed.

10.1.3. A unit member with a voluntary transfer form on file will be notified by the Human Resources Office of vacant positions in the district. Vacant positions are identified by the Human Resources Office.

10.1.3.1. When offered a voluntary transfer, a unit member has the option to decline an offer of a voluntary transfer and/or withdraw the voluntary transfer request.

10.1.4. A voluntary transfer will be granted to a unit member who has satisfactory evaluations in Standards I through VI in his/her previous two evaluation cycles. A voluntary transfer may be denied to a unit member who has been the recipient of progressive discipline as described in Article 17.3 since his/her most recent evaluation cycle.

10.1.5. For members who wish to transfer into a position requiring a credential that was obtained after their hire date, they may go through the interview process with other candidates. If not selected, members have the right to a meeting with human resources to discuss the reasons why they were not selected.

10.1.5.1. If there are multiple candidates who have the qualifications stated in 10.1.4, the principal of the site with the vacancy makes the final selection from the candidates.

10.1.5.2. If there are no unit members with a voluntary transfer request on file who meet the requirements of 10.1.4, the vacant position will be open to other candidates.

10.2. Involuntary Transfer

10.2.1. In the event there are no volunteers for transfer from a school where there is an excess of unit members to a school where there is an opening, principals shall recommend candidates for involuntary transfer. The unit member affected shall be provided with copies of the recommendation for involuntary transfer.

11. ARTICLE 11: EVALUATION

11.1. Introduction

11.1.1. Evaluation of instruction is key to a successful educational program. The evaluation process is designed to:

- Promote and support student learning;
- Maintain and improve instruction, assessment, student achievement, learning environment, and professional responsibility;
- Recognize and praise professional performance; and
- Provide assistance and direction for continuous improvement.

11.1.2. Mutual respect and trust are fundamental premises of a successful evaluation process.

11.1.3. The evaluation is designed to be collaborative, meaningful, and efficient.

11.1.4. Evaluation is part of ongoing professional growth.

11.1.5. Under the Education Code, the evaluation process may serve as the legal basis for determining the professional competency of a unit member.

11.1.6. Nothing in this article shall be construed to supersede a unit member's rights under the Education Code.

11.1.7. Definitions:

11.1.7.1. A unit member means all certificated employees represented in this agreement.

11.1.7.2. A classroom unit member means all certificated classroom teachers represented in this agreement.

11.1.7.3. A non-classroom unit member means all certificated employees represented in this agreement except classroom teachers.

11.1.7.4. Final Evaluation Report means the final formal evaluation document to be signed by both the unit member and the administrator and placed in the unit member's personnel file (Form F, Form F-NC, or Form H).

11.2. General Provisions

11.2.1. Unit members shall be given the opportunity to indicate their preference of evaluator and the type of evaluation. If the unit member prefers an evaluator different than the evaluator assigned by the site principal or district administrator, the unit member shall notify the assigning administrator. The final assignment of the evaluator and the type of evaluation shall be made by the assigning administrator.

11.2.2. Probationary and other non-permanent unit members shall be evaluated every year.

Agreement Between AUHSD and AEA, Continued

11.2.3. After year two, permanent unit members with an Overall Rating of Satisfactory on their previous evaluation shall be evaluated every other year except as set forth below:

11.2.3.1. At year 8 in the district and thereafter, unit members with an Overall Rating of Satisfactory on their previous evaluation shall have the option of participating in a formal evaluation process or may, with the approval of their administrator, select an Evaluation Option (Form H).

11.2.3.2. Unit members with permanent status who have been employed at least 10 years with the district and who received an Overall Rating of Satisfactory on their previous evaluation may be evaluated every five years.

11.2.4. Summary Table* for Timing and Type of Evaluations

Unit Member Status	Timing and Type of Evaluation
*Please note 11.2.7	
Probationary and other nonpermanent unit members	Evaluated Every Year – Form F or Form F-NC
Permanent through Year 7	Evaluated Every Other Year – Form F or Form F-NC
Permanent Year 8 through Permanent Year 10	Evaluated Every Other Year – Form F or Form F-NC <u>or</u> Form H (Project)
Permanent Year 11 and thereafter	Evaluated Every Five Years– Form F or Form F-NC <u>or</u> Form H (Project)

11.2.5. Unit members receiving ratings of Needs Improvement or Unsatisfactory, please refer to Article 11.4.2.

11.2.6. Unsubstantiated complaints shall not be a basis for evaluation.

11.2.7. The District reserves the right to evaluate a unit member during any school year.

11.3. Evaluation Timelines

11.3.1. The timelines below shall apply to the evaluation process. All forms shall be submitted and meetings shall be held by the dates listed below. If the date falls on a weekend or holiday, the timeline shall be extended to the next workday.

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Deadline On or Before:	Responsibilities
September 15	Administrator shall: <ul style="list-style-type: none"> • Notify unit member if they are to be evaluated • Give unit member a copy of Article 11 • Give unit member information regarding the Evaluation Option (Form H) (as appropriate for unit members at year 8 and beyond with a prior evaluation Overall Rating of Satisfactory)
September 25	Unit member may: <ul style="list-style-type: none"> • Indicate preference of an evaluator and type of evaluation • Indicate project proposal (unit members choosing to complete the Evaluation Option).
October 1	Non Classroom unit members shall: <ul style="list-style-type: none"> • Complete the Annual Professional Growth Goal Proposal. (Form D-NC) Unit members participating in the Evaluation Option shall: <ul style="list-style-type: none"> • Complete Form H Evaluator shall: <ul style="list-style-type: none"> • Meet with the unit member to have the project approved, modified, or denied.
January 31	Unit members shall: <ul style="list-style-type: none"> • Complete and submit Form B or Form B-NC at least one day prior to the formal observation. Classroom unit members shall: <ul style="list-style-type: none"> • Submit Instructional Self-Reflection (Form D) with supporting documents. Non Classroom unit members shall: <ul style="list-style-type: none"> • Submit the completed Reflection on Professional Growth Goal. (Form D-NC) Evaluator shall: <ul style="list-style-type: none"> • Complete at least one formal observation, including the pre-conference and post-conference. • Complete at least one informal observation, including the post-conference. • Hold a post conference within 5 working days of the evaluation. •
April 20	Evaluator shall: <ul style="list-style-type: none"> • Submit a draft of the Final Evaluation Report (Form F) to the unit member. Unit members participating in Evaluation Option shall: <ul style="list-style-type: none"> • Complete and submit Form H.
April 30	Evaluator shall: <ul style="list-style-type: none"> • Meet with unit member to review and sign the Final Evaluation Report (Form F or Form F-NC) or Evaluation Option. (Form H)
May 15	Evaluator shall: <ul style="list-style-type: none"> • Provide unit members receiving an Overall Rating of Needs Improvement or Unsatisfactory on the Final Evaluation a support/improvement plan (Form G.)

- 11.3.2. The timelines in this article may be extended by mutual written agreement of the evaluator and the unit member.
- 11.3.3. .. Per Education Code 44664, evaluations are required every year for employees in probationary status, every other year for employees with permanent status, and once every five years for employees who have been employed for at least 10 years. For any other evaluation not listed above, should an evaluator not meet the timelines, the evaluation will cease and the member not scheduled the following year. The incomplete evaluation will be destroyed.
- 11.3.4. If a unit member does not meet any of the timelines in this article, the unit member shall be scheduled for evaluation the following year. The Final Evaluation Report (Form F, Form F-NC, or Form H) will reflect the fact that the unit member did not meet the timelines.
- 11.3.5. Unit members with a start date after the first day of the school year or are absent due to extenuating circumstances will have the evaluation timelines adjusted in a reasonable manner.

11.4. Final Evaluation Procedures

- 11.4.1. To complete the evaluation process for the year, the Final Evaluation Report (Form F, Form F-NC, or Form H) shall be sent to the Human Resources Department and placed in the unit member's personnel file along with any response submitted by the unit member.
- 11.4.2. Final evaluation Report (Form F or Form F-NC) with an Overall Rating of Needs Improvement or Unsatisfactory.
 - 11.4.2.1. When a permanent unit member receives a Needs Improvement or Unsatisfactory as an Overall Rating on the Final Evaluation Report (Form F or Form F-NC), the evaluator shall provide the unit member with a support/improvement plan that shall include specific recommendations for improvement (Form G or Form G-NC). The support/improvement plan shall reflect the unit member's assignment for the following year and may be revised if a unit member's assignment changes after June 1. The evaluator shall provide the unit member with a support/improvement plan no later than June 1.
 - 11.4.2.2. Permanent unit members who receive a Needs Improvement in two (2) or more Standards for the Teaching Profession or an Unsatisfactory in a minimum of one (1) standard and a Needs Improvement in a minimum of one (1) standard may be referred to the Peer Assistance and Review (PAR) Program (See Article 14).
 - 11.4.2.3. Permanent unit members who have received as Unsatisfactory evaluation in a minimum of two (2) Standards for the Profession shall be referred to the Peer Assistance and Review (PAR) Program (See Article 14).
- 11.4.3. A unit member whose performance is unsatisfactory may be subject to discipline under the provisions of the Education Code. If a unit member receives a Notice of Unsatisfactory Performance pursuant to Education Code Section 44938 and fails to remediate their performance within 90 calendar days, the unit member may be subject to dismissal in accordance with the procedures set forth in the Education Code. Nothing in this Article is intended to supersede the provisions of the Education Code related to suspension or dismissal.

11.5. Evaluation of Classroom Unit Members

11.5.1. The Final Evaluation Report (Form F) shall be based on the following criteria:

- Classroom observation (Form B and Form C) based upon CSTP Standards I-V (Form A).
- Instructional Self-Reflection (Form D) with the supporting documents.
- The unit member's fulfillment of the professional responsibilities of the position as defined by CSTP Standards I-VI (Form A).
- The unit member's progress on meeting the goals set forth in the previous year's Form G (if applicable).

11.5.2. Classroom observations shall include a minimum of:

- 11.5.2.1. One full period formal observation which shall be scheduled and include a pre- and post-observation conference (Form B and C). This shall be held no more than 5 working days after the observation, and
- 11.5.2.2. One or more informal observations, which may be announced or unannounced, and a minimum of 20 minutes in duration (Form C) and shall include a post-conference held within 5 working days.
- 11.5.2.3. The observation listed in 11.5.2.1 and 11.5.2.2 above shall be conducted by the same administrator. Form C must be given at least five (5) working days prior to the next formal or informal observation.

11.5.3. The evaluator may conduct informal walkthrough observations.

11.5.4. Reflection on an Instructional Unit (Form D)

- 11.5.4.1. The Reflection on an Instructional Unit (Form D) shall be completed for at least one class for one unit of study.
- 11.5.4.2. The Student Assessment of Learning (Form E) shall be administered to at least one class of students. The unit member may use either Form E or an alternative form developed by the unit member.
- 11.5.4.3. The completed Student Assessment of Learning (Form E or an alternative form) may be shared with the evaluator at the discretion of the unit member.
- 11.5.4.4. Unit members participating in the Beginning Teacher Support and Assessment (BTSA) program may use and substitute the appropriate BTSA forms in lieu of Form D and E.
- 11.5.4.5. Any reference to issues regarding the professional responsibilities of the unit member that will be included in the Final Evaluation Report (Form F) shall have been substantiated and discussed with the unit member in a timely manner prior to the final evaluation conference.

11.5.4.6. A unit member's grading policy should be consistent with the Governing Board's approved Course of Study. The Final Evaluation Report (Form F) shall not reference percentages of particular grades given to groups of students or comparisons to other faculty members.

11.6. Evaluation of Non-Classroom Unit Members

11.6.1. The Final Evaluation Report shall be based on the criteria outlined in the appropriate Form F-NC.

11.6.2. Observations shall include a minimum of:

11.6.2.1. One Formal observation from the beginning to the end of the activity/event, which shall be scheduled and include a pre- and post-observation conference (Form B-NC and Form C-NC).

11.6.2.2. One or more informal observations from the beginning to the end of the activity/event or a minimum of 20 minutes in duration, and which may be announced or unannounced (Form C-NC) and shall include a post-conference.

11.6.2.3. The observation listed in 11.6.2.1 and 11.6.2.2 above shall be conducted by the same administrator. Form C-NC must be given to the unit member at least five (5) working days prior to the next formal or informal observation.

11.6.3. The evaluator may conduct informal walkthrough observations.

11.6.4. Reflection on the Professional Growth Goal (Form D-NC)

11.6.4.1. The Reflection on the Professional Growth Goal (Form D-NC) for the goal selected shall be completed for at least one area of professional responsibility or professional standard.

11.6.5. In the evaluation process, the evaluator shall adhere to all applicable Education Code provisions and laws related to student, parent, and unit member confidentiality.

11.6.6. Any reference to issues regarding the professional responsibilities of the unit member that will be included in the Final Evaluation Report (Form F-NC) shall have been substantiated and discussed with the unit member in a timely manner prior to the final evaluation conference.

11.7. Evaluation Option

11.7.1. At year 8 in the district and thereafter, unit members with an Overall Rating of Satisfactory on their previous evaluation shall have the option of participating in a formal evaluation process or may, with the approval of their administrator, select an Evaluation Option (Form H).

11.7.2. The evaluator has final approval of the classroom unit member's project.

11.7.3. The classroom unit member shall present the project at an appropriate staff meeting.

11.7.4. The evaluator shall sign the Evaluation Option: Final Acceptance section on Form H and send the form to the Human Resources Department. Form H will be placed in the classroom unit member's personnel file to complete the evaluation process for the year.

- 11.8. A unit member who selects the Evaluation Option (Form H) and does not complete the Evaluation Option shall be evaluated the following year using the standard evaluation process (Form F or Form F-NC).

12. ARTICLE 12: EMPLOYEE BENEFITS

12.1. Active Members Benefits

12.1.1. SISC Medical Plans

12.1.1.1. The District shall contract with the Self Insured Schools of California (SISC) Health Benefits program to provide medical insurance for all active employees, eligible retirees and eligible survivors of retirees.

12.1.1.2. The District shall contribute all or a portion of the cost of providing the benefit coverage afforded under the health benefit plan as described in this article: Employee Benefits

12.1.1.3. Active Employees Benefit Account.

12.1.1.3.1. Medical Coverage

In addition to the contributions listed above, the District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the SISC medical insurance plans offered by AUHSD. All such employees shall receive monthly contributions from the District into their benefits accounts. Effective October 1, 2023; for employees with no dependents, the contribution shall be at the single party tier rate of the 2023 Kaiser plan or the 2022 Kaiser plan plus 8%, whichever is the lesser amount; for employees with one dependent, the contribution shall be the two-party rate for the 2023 Kaiser plan or the 2022 plan plus 8%, whichever is the lesser amount; and for employees with more than one dependent, the contribution shall be the family tier rate of the 2023 Kaiser plan or the 2022 plan plus 8%, whichever is the lesser amount.

If an employee chooses a plan more expensive than the designated rate at his or her tier of the offered Kaiser Plan, the District contribution shall be no more than the offered Kaiser rate.

12.1.1.3.2. Dependents include the spouse, children, and/or domestic partner (as defined in Appendix J) of an Active Employee.

12.1.1.3.3. Double Coverage Exemption.

For employees hired before January 1, 2018 the District will pay a unit member showing proof of medical coverage provided by an employed spouse or domestic partner \$250 per month in lieu of benefits. Any employee hired after January 1, 2018 will not receive any cash in lieu benefit. Employees who received the \$250 benefit and then elect to take the SISC health plan may not return to cash in lieu status after January 1, 2018.

12.1.1.4. The District will offer an IRC 125 “Cafeteria Plan” for benefits. The plan will be structured so as to treat the District contribution towards benefits as non-taxable

12.1.1.5. Reporting Status Changes. Employees shall have the right to inform the District of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with the insurance carrier’s rules. Employees shall be required to

inform the District of any reduction in dependents and a corresponding reduction in premium amounts contributed by the District shall be made.

12.1.1.6. The District Benefits committee will meet yearly to recommend which plans SISC has to offer. AEA will decide which plans to offer to certificated staff.

12.1.2. Dental Plan

12.1.2.1. For dental insurance, the District will provide the Delta Dental plan with a \$1,700 annual benefit cap per individual, a \$1,000 orthodontia one-time maximum benefit, and 3 cleanings per year.

12.1.3. Vision Plan

12.1.3.1. The District will provide for the premium payment to Vision Service Plan for the Base Plan composite rate, \$5.00 deductible.

12.1.4. Taxability of Benefits

12.1.4.1. The District shall not treat the District contributions toward medical, dental, or vision benefits as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability or penalty that may arise out of the implementation of this section.

12.1.4.2. Incentive Program: The District will provide eligible members and their spouse or domestic partner dental insurance and vision insurance. Eligible members are those Acalanes Education Association members who retire into STRS, and who have rendered the equivalent of 10 years of full-time service, including Board-approved leave and or reduced work year, in the District immediately prior to retirement.

12.1.4.2.1. The District shall pay the base dental and vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective, or until the retiree becomes eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.

12.1.4.2.2. If at the time of a retiree's death, he or she was still entitled to benefits pursuant to this MOU, a surviving spouse or domestic partner is entitled to the benefits for the remainder of the retiree's coverage period unless the surviving spouse or domestic partner is eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.

12.1.4.2.3. In order to be eligible for the retirement incentive, a retiring member must submit his or her written notification of resignation and retirement on or before 3 pm on the first day of February. If the first day of February falls on a weekend, it is due the next business day. The maximum annual cost will be 30% above coverage cost for the 2024-2025 benefits year.

12.1.4.2.4.

12.2. Retiree Benefits

12.2.1. SISC Medical

- 12.2.1.1. Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by SISC. Unless prohibited by law, the medical plan coverage described shall apply to eligible persons retired or who retire under SISC medical plan.
- 12.2.1.2. An eligible retiree is one who retires into STRS or PERS, whichever is applicable and who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.
- 12.2.1.3. For unit members who retire into STRS or PERS, whichever is applicable, the District shall provide eligible retirees a monthly District contribution toward medical coverage subject to the approval of the insurance carrier. The District's monthly contribution per eligible retiree shall not exceed the Kaiser single party rate or the Kaiser two-party rate for the year of retirement, with the retiree responsible for any costs in excess of the District's maximum contribution as stated above. If the actual cost of the retiree's coverage is less than the Kaiser rates, the District shall pay the lesser amount. Retirees' dependents who are eligible for medical coverage under another equal plan are not eligible for this benefit.
- 12.2.1.3.1. The District shall pay the medical coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree becomes eligible for medical coverage through any employer, retirement/pension program or government medical coverage program. A four-year maximum total of 30% above the single or two-party rate at the date of retirement will be applied as an inflation adjustment.
- 12.2.1.3.2. Retirees who retire after July 1, 2023 are eligible for reimbursement and medical insurance pursuant to the following: One party Kaiser active rate for single retirees for 5 years or until age 65, whichever comes first.
- For retirees with a dependent, The District shall reimburse for health insurance for 5 years or until the retiree reaches age 65 pursuant to the following: 2 party active Kaiser rate as long as the dependent is not eligible for Medicare; or the 1-party active Kaiser rate plus the 1-party Kaiser senior advantage rate once the dependent becomes eligible for Medicare. The dependent will be responsible for Medicare costs.
- 12.2.1.3.2.1. If at the time of a retiree's death, he or she was still entitled to benefits pursuant to 12.2.1.3.2, a surviving spouse or domestic partner is entitled to the benefits described in 12.2.1.3 for the remainder of the retiree's coverage period under 12.2.1.3.2 unless the surviving spouse or domestic partner is entitled to medical coverage through an employer, retirement program, government medical coverage program or through any other means.
- 12.2.1.4. A retiree may continue purchasing the District's dental insurance plan, if desired.

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12.2.1.4.1. To continue in the dental plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the dental plan.

12.2.1.4.2. Each eligible retiree shall re-register annually for the Plan contribution during the annual enrollment period for the insurance coverage selected in order to remain eligible for participation in the Plan. A retiree may not leave and later rejoin the Plan.

12.2.1.4.3. In the event that a Federal and/or State medical benefits program is established prior to the expiration of the retiree's eligibility for and participation in the Plan, the District-provided contribution shall be combined with the Federal and/or State contribution, and necessary contribution adjustments shall be made.

12.2.1.4.4. Memorandum language shall be consistent with SISC regulations and limitations.

12.2.1.5. A retiree may continue purchasing the district's vision insurance plan, if desired.

12.2.1.5.1. To continue in the vision plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the vision plan.

12.2.1.5.2. Each eligible retiree shall re-register annually for the Plan contribution during the annual enrollment period for the insurance coverage selected in order to remain eligible for participation in the Plan. A retiree may not leave and later rejoin the Plan.

12.2.1.5.3. In the event that a Federal and/or State medical benefits program is established prior to the expiration of the retiree's eligibility for and participation in the Plan, the District-provided contribution shall be combined with the Federal and/or State contribution, and necessary contribution adjustments shall be made.

12.2.1.5.4.

12.2.2. Benefit Plan Continuation

12.2.2.1. The District agrees to provide retired employees in the bargaining unit with an opportunity to make premium payments for District group medical payments for which they are eligible..

12.3. Pre-Retirement Reduced Service Option

12.3.1. Effective 2001-2002, employees who qualify under the terms of this article may reduce their workload from full to part-time, with retirement benefits (STRS) based on full-time employment. Retirement to STRS must be immediately following the conclusion of this, unless the District and AEA mutually agree otherwise.

12.3.1.1. A maximum of 13 unit members from AUHSD may be enrolled in the pre-retirement program at the same time. Requests are due March 1st. Members will be approved in the order of their written application.

12.3.1.2. The employee must have reached the age of 55.

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- 12.3.1.3. The employee must have been employed full-time in positions requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full time.
- 12.3.1.4. Applications must be received by Human Resources no later than April 30th of the school year preceding participation in the program.
- 12.3.1.5. Applicants will be informed of their acceptance into the program no later than June 15th of the school year preceding participation in the program.
- 12.3.1.6. The District and the employee will make the contribution required by full-time employees to the State Teachers' Retirement System (STRS).
- 12.3.1.7. The option of part-time employment can be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
- 12.3.1.8. The employee shall be paid a salary which is the pro rata share of the salary he or she would be earning had the employee not elected to exercise the option of part-time employment
- 12.3.1.9. The employee shall retain all other rights and benefits for which the employee makes the payments that would be required if the employee remained in full-time employment.
- 12.3.1.10. The employee shall receive health and dental benefits as provided full-time employees by the District and by law.
- 12.3.1.11. The minimum part-time employment shall be .6 FTE (60%) or greater.
- 12.3.1.12. STRS regulations shall be followed.
- 12.3.1.13. The employee shall accrue sick leave on a pro rata basis.
- 12.3.1.14. Employees who enter the pre-retirement reduced service option may continue for up to three (3) years.
- 12.3.1.15. For each full year on the pre-retirement reduced service option the employee (only those having been employed fewer than 15 years in the Acalanes Union High School District) shall forfeit one year of retirement medical benefits.
- 12.3.1.16. Employees electing pre-retirement options prior to January 1, 2001 are subject to the stipulations of the contract agreement agreed to by the District and the Association at the time of their election.

13. ARTICLE 13: GRIEVANCE PROCEDURE

13.1. Definition

13.1.1. A grievance is a complaint by a unit member, or members, or the Association, that there has been an alleged violation, misapplication or a misinterpretation of the specific provisions of this Agreement covering the members of the Association. The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level, notwithstanding the right and the desirability of either party to bypass any initial steps if the grievance involves decision-making at a higher administrative level.

13.2. Informal Procedures

13.2.1. Every effort shall be made by the grievant and his/her immediate supervisor to resolve the difficulty informally through meeting and consulting. The positions of each party and the background and reasons for the problem shall be stated and explored by the grievant and his/her immediate supervisor at a meeting or consultation period. At all levels in the procedure either party may be accompanied by a representative to advise the party.

13.3. Formal Process

13.3.1. Step One: The grievant may present the grievance, in writing, to the immediate supervisor or principal within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the grievant should have become aware of the occurrence (see Grievance Form, Appendix I). The immediate supervisor or principal shall communicate his/her decision to the parties to the grievance in writing within five (5) working days after receiving the complaint. A grievance may be filed at Step Two with the mutual agreement of AEA and the District.

13.3.2. Step Two: If the grievance is not resolved within five (5) working days of the presentation under Step One, the grievance may be submitted, in writing, to the Assistant Superintendent, Human Resources within ten (10) working days after receiving the response from the immediate supervisor or principal. The Assistant Superintendent, Human Resources shall respond in writing within ten (10) working days.

13.3.3. Step Three:

13.3.3.1. Voluntary Mediation: Within ten (10) working days after the response at Step Two or Step Three, the AEA may request or the AEA and the District may mutually agree to defer the matter to mediation. If the matter goes to mediation, the parties shall mutually select a mediator who shall attempt to assist the parties to settle the grievance. The mediator shall not issue a decision and the mediation process shall be confidential.

13.3.3.2. If the matter is not referred to mediation, AEA may appeal the decision in writing within ten (10) working days after receipt of the decision in writing of the Director of Human Resources and request a hearing before the Governing Board at its next regular meeting.

13.3.3.3. Governing Board Hearing: The Governing Board shall have available to it all documents relating to the appeal and any District records that would be helpful in its review. The

Governing Board shall notify all parties of its decision within ten (10) working days following the meeting at which the grievance was considered.

13.3.4. Step Four: If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no written decision has been rendered within ten (10) working days after the meeting of the Governing Board at which the grievance was heard, AEA may, within ten (10) working days after the decision by the Governing Board, request in writing that the grievance be submitted to binding arbitration. If any questions arise as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator only after he/she has had the opportunity to hear the merits of the grievance. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list, submitted by the California Conciliation Service of five (5) persons experienced in public education. If the parties cannot agree on an arbitrator from the list, each party shall alternately strike names until only one remains. The arbitrator shall have no authority or power to add, delete, or alter any provisions of the Agreement, but shall limit the decision to the application and interpretation of its provision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the grievant, the Governing Board, the Assistant Superintendent, Human Resources, and the Association.

13.4. Costs

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expense, shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them.

13.5. Extension of Time Limits

13.5.1. The time between the steps of the procedure may be extended by mutual agreement. If the immediate supervisor or principal fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered withdrawn.

13.6. Witness

13.6.1. Parties who may have direct knowledge of circumstances relating to the grievance may be present to testify at the request of either party during any stage of the procedure. Witnesses who are unit members shall be compensated at their regular rate of pay for actual time spent in such meetings.

13.7. Records

13.7.1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be considered confidential.

14. ARTICLE 14: PEER ASSISTANCE AND REVIEW

14.1. Purpose

14.1.1. The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.

14.1.2. The PAR program's assistance shall be provided through Consulting Teachers as described in detail in this Article.

14.1.2.1. This assistance shall not involve either participating in or conducting of the evaluation of certificated unit members as set forth in Article 11 of the Agreement and Education Code 44660, et seq.

14.1.3. The PAR program resources shall be utilized in the following priority:

- First, for Referred Participating Teachers;
- Second, for Beginning Teachers; and
- Third, for volunteers as determined by the Joint Panel (see 14.4.1).

14.2. Definitions for the Purpose of this Document

14.2.1. "Classroom Teacher" or "Teacher"

Any classroom teacher in the certificated bargaining unit.

14.2.2. "Participating Teacher" (PT)

A unit member who is a classroom teacher who either volunteers or is required by this PAR program agreement to participate.

14.2.3. "Referred Participating Teacher" (RPT) with a "Needs Improvement" or "Unsatisfactory" Evaluation

Any unit member having permanent status who has received an "Overall Evaluation" rating of "Needs Improvement" may be referred to the PAR Program. A unit member with permanent status who has received an "Overall Evaluation" rating of "Unsatisfactory" shall be referred to the PAR program.

14.2.4. "Beginning Teacher" (BT)

Any unit member having probationary or temporary status.

14.2.5. "Voluntary Participating Teacher" (VPT)

Any permanent teacher with an "Overall Evaluation" rating of "Satisfactory" on their last final evaluation (Form B) who voluntarily participates in the PAR Program.

14.2.6. "Consulting Teacher" (CT)

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An exemplary teacher meeting the requirements of subsection 14.4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.

14.2.7. “Evaluator”

An administrator appointed by the District to evaluate a certificated teacher.

14.2.8. “Standards”

The standards articulated in the California Standards for the Teaching Profession, California Department of Education:

- Standard I: Engaging and supporting all students in learning.
- Standard II: Creating and maintaining effective environments for student learning.
- Standard III: Understanding and using subject matter for student learning.
- Standard IV: Planning instruction and designing learning experience for all students.
- Standard V: Assessing student learning.
- Standard VI: Developing as a professional educator.

14.3. PAR Program Outline

14.3.1. Any unit member having permanent status who has received an “Overall Evaluation” rating of “Needs Improvement” be referred to the PAR program. A unit member with permanent status who has received an “Unsatisfactory” shall be referred to the PAR Program.

14.3.2. The Evaluator will meet with the RPT and the CT to discuss the recommended areas of improvement identified in the evaluation. A written document “Support/Improvement Plan” (Form G) delineating areas of needed improvement shall be developed by the Evaluator and be given to the RPT.

14.3.2.1. The areas for improvement (see 14.2.8) shall be written and aligned to student achievement, be clearly stated, and shall be consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b) (2).

14.3.2.2. The RPT shall work with the CT to complete the Participating Teacher Action Plan (PAR Form A)

14.3.2.3. The CT, RPT and the Evaluator(s) are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the RPT.

14.3.3. The Consulting Teacher’s assistance and review shall focus on the specific areas of improvement as identified on the RPT’s evaluation when the RPT received a “Needs Improvement” or an “Unsatisfactory”.

14.3.3.1. At sites with more than one CT, every effort shall be made to match up an RPT with the CT of his/her choice.

14.3.3.2. Functions performed by a CT pursuant to this article by bargaining unit members shall constitute neither management nor supervisory functions. The CT shall continue to have all rights of bargaining unit members.

14.3.3.3. All communication between the CT and RPT shall be confidential, and without written consent of the RPT, shall not be shared with others including the site principal, the evaluator, and Joint Panel except as specified in this article.

14.3.3.4. The CT and the RPT shall meet to outline in writing an “Action Plan” (PAR Form A). The CT shall keep a log of his/her activities with the RPT (PAR Form B).

14.3.3.5. The CT shall work with the RPT who initially receives an “Overall Evaluation” rating of “Needs Improvement” evaluation for a period of one academic year, to begin when school starts and to be completed by June 1 of each year. If the RPT receives an “Overall Evaluation” rating of “Needs Improvement” or “Unsatisfactory” after the first year of assistance, the CT may repeat the assistance process during the following year per article 11.5.1.1, 11.5.2 and 14.3.1.

14.3.3.6. The CT shall work with the RPT who receives an “Overall Evaluation” rating of “Unsatisfactory”. The CT’s work shall continue for a period of one academic year, to begin when school starts and to be completed by June 1.

14.3.3.6.1. If the RPT continues to receive an “Overall Evaluation” rating of “Unsatisfactory” at the end of the first year, he/she shall repeat the assistance process for the first semester, with the assistance to be complete by the last day of that semester. During this semester, the RPT will be evaluated using a modified evaluation process rather than the process outlined in Article 11:

- one informal observation which may be announced or unannounced (PAR Form C);
- one formal observation with a pre- and post- conference (PAR Forms B and C);
- an instructor self-reflection (Form D);
- a minimum of 3 walk through observations.

If the RPT receives an “Overall Evaluation” rating of “Unsatisfactory” from the Evaluator, the matter will be referred to the District for further action.

14.3.3.6.2. If the RPT receives an “Overall Evaluation” rating of “Needs Improvement” the CT shall repeat the assistance process during the following year per Article 11.5.1.1 and 14.3.1.

14.3.4. At the end of the time period specified in 14.3.3.5 or 14.3.3.6, the CT shall complete a final written report describing the RPT’s participation in the PAR program (see Form B). This report shall consist solely of:

- (1) A description of the assistance provided by the CT; and
- (2) A description of the RPT’s participation in the PAR program with evidence from supporting documents (PAR Form B and C);
- (3) The CT shall submit a copy of the Final Report (PAR Form C) to the RPT for his/her input and signature before it is submitted to the Human Resources Department. The RPT’s signature does

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not necessarily mean agreement, but rather that he/she has received a copy of the report. The RPT shall have the right to submit a written response report to the Human Resources Department. This response shall be attached to the CT's Final Report (PAR Form C).

14.3.5. A CT may be assigned to a beginning teacher(s) (BT) as defined in 14.2.4 to provide assistance, training and /or support.

14.3.5.1. Because beginning teachers' participating in the PAR program is not legally mandated, neither the CT nor the Joint Panel will make written reports regarding the individual beginning teachers, nor forward to the Board the names of individual beginning teachers who participated in the PAR program. The CT shall not participate in the performance review of the beginning teacher. All communications between the CT and the BT are confidential.

14.3.5.2. This PAR program shall not waive the Governing Board's legal right to make non-reelection decisions.

14.3.6. Teachers eligible to be VPTs may submit to the Joint Panel an application to participate in the PAR program. Requests must be submitted prior to May 15 for consideration for the following school year.

14.3.6.1. Selected volunteers will participate on a year-to-year basis, as determined by the Joint Panel based upon availability of resources.

14.3.6.2. Because VPTS are not mandated by law to participate in the PAR program, neither the CT nor the Joint Panel will forward to the Board the names of individual VPTs or report on the outcome of their participation. The CT shall not participate in the performance review of the VPT. All communications between the CT and the VPT are confidential.

14.4. Governance and PAR Program Structure

14.4.1. Joint Panel

14.4.1.1. The PAR Program will be administered by a Joint Panel consisting of five members, three teachers selected by AEA and two administrators appointed by the superintendent or designee. Qualifications for the teacher representatives shall be the same as those for CT as set forth in Section 14.4.2.6, and they shall be selected by AEA. A Joint Panel member's term shall be two years. Joint Panel members may be reappointed for consecutive terms. There shall be no term limits for Joint Panel members. The Joint Panel shall establish a procedure for selecting the Chairperson. The term of the Chairperson shall be one year, and the position shall alternate between AEA and the District. The Chairperson shall be a full voting member of the Joint Panel.

14.4.1.2. The Joint Panel will strive to make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, and PAR program plan and budget. Failing consensus, decisions will be made by a majority vote. Four of the five members will constitute a quorum for purposes of meeting and conducting business.

14.4.1.3. The Joint Panel operates in complete confidentiality. Its primary responsibilities are to establish the PAR program and PAR program budget on a yearly basis and to select and oversee the CTs. Specifically, the Joint Panel is responsible for:

Agreement Between AUHSD and AEA, Continued

- Generating application forms and procedures for selecting consulting teachers;
- Selecting and assigning the CTs;
- Reviewing CTs' reports on RPTs;
- Evaluating the effectiveness of the CTs in their role based on the following criteria:
 - a) Providing assistance to improve in the specific areas identified by the evaluator, RPE, and CT;
 - b) Conducting multiple observations of the RPT during classroom instruction, including both pre- and post-observation conference;
 - c) Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;
 - d) Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;
 - e) Organizing activities appropriate to the RPT's needs and interest.
 - Monitoring the RPT's progress and providing periodic feedback to the RPT for discussion and review
 - Coordinating with the District to provide training for the CTs, for Joint Panel members, and where appropriate, for any PTs and Evaluators;
 - Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this section of the PAR program agreement.

14.4.1.4. The Joint Panel shall use the following procedure for establishing the annual PAR Program plan and budget: It is understood that recommendations made by the Joint Panel must be approved by the Governing Board. By June 15 of each calendar year the Joint Panel will establish a PAR program budget for the succeeding year, which will include:

- The established state revenues for the PAR program;
- Projected number of PTs;
- Projected number of CTs needed to serve the projected need and budget constraints. A CT may have no more than two or one RPT and 1-3 BTs, or four or more BTs and no RPTs;
- Estimated need for release time if the budget allows;
- Stipends for CT's and the Joint Panel members are set forth in Appendix B;
- Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance; and
- If there are insufficient funds allocated for PAR from the state, then the Joint Panel shall elect not to offer PAR for the following year.

14.4.2. Consulting Teachers (CT)

14.4.2.1. Minimum qualifications for CT:

- A fully credentialed teacher with permanent status and substantial recent classroom teaching experience.

- Demonstrated exemplary teaching ability, consistent with the California Standards for the Teaching Profession.
- Demonstrated ability to work cooperatively and effectively with other teachers and administrators.

14.4.2.2. The Human Resources Office shall post CT positions. Each applicant shall be required to submit a completed application, which shall include at least two references (from the school principal and one from a colleague). The Joint Panel's procedures for selecting CTs shall include provision for interviews and classroom observations of candidates. The Joint Panel will make the selection, which will be forwarded to the superintendent or designee. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

14.4.2.3. The Joint Panel will assign CTs. Within the first six weeks of the assignment, either the CT or the PT may petition in writing the Joint Panel for an assignment change, stating the reasons. The PT shall be allowed one assignment change per year.

14.4.2.4. A CT's term will be two years, and she/he may reapply for additional terms.

14.4.2.5. CTs will be required to attend PAR program training. Costs for such shall be budgeted in the PAR program budget (see 14.4.1.4.1).

14.4.2.6. CTs shall provide assistance to RPTs in the areas defined by the California Standards for the Teaching Profession, including subject matter knowledge, teaching strategies, and teaching methods. For RPTs, this assistance may include any of the following activities:

- a) Providing assistance to improve in the specific areas identified by the evaluator through "Support/Improvement Plan"(Form G), RPT, and CT;
- b) Conducting a minimum of three observations of the RPT during classroom instruction, including both pre-and post-Observation conference.
- c) Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;
- d) Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;
- e) Organizing activities appropriate to the RPT's needs and interests;
- f) Monitoring the RPT's progress and providing periodic written feedback to the RPT for discussion and review (see Form C).

14.4.2.7. Support provided by CTs to BTs or RPTs may include providing assistance to improve in areas identified by the PTs, as well as the activities listed 14.4.2.6 above.

14.5. Other Provisions

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14.5.1. Unit members who function as Joint Panel members or CTs under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1 (g) and (m).

14.5.2. Unit members who perform functions as CTs or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) or Title 1 of the California Government Code.

14.5.3. Records

14.5.3.1. All documents and information relating to the participation in this PAR Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the PAR program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

14.5.3.2. All parts of the selection process for CTs will be treated as confidential and will not be disclosed except as required by law.

14.5.4. Expenditures for this Program shall not exceed funds allocated for PAR to district by the state. PAR expenditures may not encroach into unrestricted, general fund.

14.5.5. The RPT has a right to be represented by an AEA Representative.

15. ARTICLE 15: WORKING CONDITIONS AND SAFETY

15.1. Certificated staff will be provided working conditions that adequately support their job performance standards. Such working conditions include:

15.1.1. All reasonable efforts shall be made to provide unit members with appropriate workspace communication throughout the workday.

15.1.2. All reasonable efforts shall be made to provide a safe and healthy environment for unit members in accordance with CAL-OSHA rules concerning safety, health and fire prevention.

15.1.3. Alleged violations subject to CAL-OSHA Guidelines shall not be subject to the grievance procedure. Such alleged violations may be appealed to CAL-OSHA.

15.1.4. All unit members shall work with the site administrators to maintain safe and sanitary conditions in their work area.

15.1.5. All reasonable efforts shall be made to limit the number of course preparations and required moves from one classroom to another throughout the workday for each unit member.

15.1.6. Once a committee that includes unit members has been convened, all reasonable efforts shall be made to involve unit members appropriately in decision-making. At the first meeting, the administrator will inform the committee what decision making processes will be used. Decision making processes include the following:

- Administrator solicits input and then makes decision;
- Administrator shares issue with group, solicits input and then makes decision;
- Administrator and group discuss issue and make decision together;
- Administrator discusses issue with group and group makes decision;
- Consensus;
- Majority.

16. ARTICLE 16: DISTRICT RIGHTS

- 16.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law except as specified in provisions of this Agreement.
- 16.2. Except as provided for in this Agreement, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 16.3. Except as provided for in the Agreement, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, and promote. In addition, the Board retains the right to terminate and discipline employees in accordance with applicable state law.
- 16.4. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and applicable state and federal law.
- 16.5. The District may suspend temporarily any provision in this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state, or local declared emergencies and natural disasters such as earthquake, fire, or flood.
- 16.6. This article does not authorize the District to violate any provision of this agreement

17. ARTICLE 17: EMPLOYEE DISCIPLINE

17.1. General Provisions

- 17.1.1. The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for up to fifteen (15) working days. Discipline shall not include dismissal or suspension for more than fifteen (15) working days.
- 17.1.2. Discipline shall be fair, consistent and follow the procedures of progressive discipline outlined in Article 17.3.
- 17.1.3. The District will follow the procedures of progressive discipline per Article 17.3 in a timely manner after obtaining credible knowledge of the alleged violation giving rise to the discipline.
- 17.1.4. Problems relating to the performance of extra duties and/or adjunct duties (see Articles 5 and 6 Teaching Hours and School Year Calendar) are to be dealt with under this Article rather than Article XI Evaluation Procedures. Evaluation shall not be used for disciplinary purposes.
- 17.1.5. If a complaint against a unit member may lead to employee discipline, then the provisions of this article shall be followed. In no event shall discipline be based upon unsupported complaints and /or hearsay.
- 17.1.6. 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.

17.2. 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. 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.

17.3. Progressive Discipline

- 17.3.1. The following progressive discipline procedures will be applied, except where the serious nature of the alleged conduct justifies bypassing the steps outlined below. The determination as to whether or not the serious nature of the conduct warranted bypassing progressive discipline steps and going directly to a suspension without pay may be submitted directly to step four of the grievance procedure as outlined in Article 13 of the Agreement. "Without pay" shall mean a unit member's per diem wage, not including medical benefits. Any discipline shall be based on credible knowledge.

17.3.1.1. Warnings

17.3.1.1.1. A personal discussion with the principal or immediate supervisor will be held to address the employee's acts or omissions.

17.3.1.1.2. An initial written warning may be issued if a personal discussion does not result in corrective conduct. Provided there has been no repetition of a similar kind of conduct for a period (18 months) following an initial written warning, the warning will not be referenced in any subsequent discipline. An initial written warning shall be placed in the unit member's personnel file. At the member's request, the written warning will be sealed at the end of an 18-month period not to be opened with the exception of a court order or subpoena. The employee shall be given ten working days to reply and attach a rebuttal to be included in the file along with the initial written warning.

17.3.1.1.3. A final written warning may be issued if an initial written warning does not result in a corrective conduct. A final written warning shall be placed in the unit member's personnel file. Provided there has been no repetition of a similar kind of conduct for a period of two years (24 months) following a written warning, the warning will not be referenced in any subsequent discipline. At the member's request, the final written warning will be sealed at the end of a two-year period not to be opened with the exception of a court order or subpoena. The employee shall be given ten working days to reply and attach a rebuttal to be included in the file along with the written warning.

17.3.1.2. A written reprimand shall be used if a final written warning does not result in corrective conduct.

17.3.1.2.1.1. Subject to 17.3.1 above, written reprimands will not be used unless the unit member has received a final written warning about similar actions within twenty-four (24) months following the date of the last occurrence.

17.3.1.2.1.2. Written Reprimands will be placed in the employee's personnel file. The employee shall be given ten working days to reply and attach a rebuttal to be included in the file along with the written reprimand.

17.3.1.2.1.3. Provided there has been no repetition of a similar kind of offense for a period of four (4) years following a written reprimand, at the member's request, the written reprimand shall be sealed in the employee's personnel file, not to be opened with the exception of a court order or subpoena.

17.3.1.3. Suspension Without Pay

Subject to 17.3.1 above, suspension will not be used unless the unit member has received at least one (1) written reprimand about similar conduct issued within a reasonable period of time.

17.3.1.3.1. No unit member will be suspended for more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension must be proportionate to the member's conduct.

17.3.1.3.2. Suspension without pay may be appealed directly to step four (4) of the grievance procedure as outlined in Article 13 of the Agreement. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered or the grievance is otherwise resolved.

17.3.1.3.3. Provided there has been no repetition of a similar kind of conduct for a period of four (4) years following a suspension, the notice of suspension will remain in the employee's file sealed, not to be opened with the exception of a court order or subpoena.

17.4. Required Notice of Suspension

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy without the unit member's name will be concurrently provided to the Association President. The notice of suspension will contain:

17.4.1. A statement of the specific acts or omissions upon which the action is based;

17.4.2. A statement of the cause(s) for which action is recommended;

17.4.3. Where applicable, the Education Code section, policy, rule regulation, or directive the member allegedly violated;

17.4.4. The penalty proposed and effective date;

17.4.5. Copies of the documentary evidence upon which the recommendation is based;

17.4.6. A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to step four (4) of the grievance procedure as outlined in Article 13 of this Agreement.

17.5. Confidentiality

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

17.6. Education Code

This article is intended for the purpose of suspensions for up to 15 days to replace the provisions of the Education Code Section 44944, but will not apply to suspension pursuant to Education Code Section 44939, 44940, or 44942. Nor is this article intended to preclude the District's right to non re-elect probationary unit members or to release temporary teachers pursuant to the Education Code.

18. ARTICLE 18: COMPLETION OF MEET AND NEGOTIATE

18.1. The terms and conditions set forth herein represent the full and complete understanding between District and Association. The terms and conditions may be altered, changed, added to, deleted from, or modified only by voluntary mutual written consent of District and Association. This agreement terminates and supersedes those past practices, agreements, procedures, traditions, rules, or regulations inconsistent with its provisions.

19. ARTICLE 19: TERM

19.1. This agreement shall remain in full force and effect up to and including June 30, 2017. During non-successor agreement years, each party may open two Articles in addition to Salary (Article 3) and Employee Benefits (Article 12). Language clean-up may be done at any time with the mutual agreement of both parties. Negotiations will begin within ten (10) school days after a request is made by either party.

19.2. Negotiation dates must be scheduled by mutual agreement no later than April 15. An initial proposal must be presented to the other party no later than the first regularly scheduled Governing Board meeting in April.

19.2.1. Negotiations for the 2017-2018 school year shall begin in January 2017 after the Governor's State Budget proposal is released.

20. ARTICLE 20: SEVERABILITY

20.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, then such provision will be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect. Should a provision be deemed invalid, the Association and the District will meet to re-write the affected portion(s) of this Agreement. Such meeting will take place within ten (10) days upon notification by either party.

SIGNATURE PAGE

**Acalanes Union High School District
Certificated Salary Schedule
186 Days Per Year**

Step	A	C	D	E	F
	BA with Permit or Certificate	BA including Credential	BA+45 including Credential	BA+60 including Credential	BA+75 including Credential
1	63,666	66,712	69,871	73,025	76,185
2	63,666	69,871	73,025	76,185	79,343
3	63,666	73,025	76,185	79,343	82,500
4	63,666	76,185	79,343	82,500	85,656
5	63,666	79,343	82,500	85,656	88,815
6	63,666	82,500	85,656	88,815	91,972
7	63,666	85,656	88,815	91,972	95,131
8	63,666	88,815	91,972	95,131	98,289
9	63,666	91,972	95,131	98,289	101,448
10	63,666	95,131	98,289	101,448	104,607
11	63,666	95,131	101,448	104,607	107,762
12	63,666	95,131	104,607	107,762	110,923
13	63,666	95,131	104,607	110,923	114,077
14	63,666	95,131	104,607	114,077	117,237
15	63,666	95,131	104,607	114,077	120,395
16	63,666	95,131	104,607	114,077	123,553
17	63,666	95,131	104,607	114,077	126,711
18	63,666	95,131	104,607	114,077	129,870

**Counselor Salary Schedule
193 Days Per Year**

Step	A	B	C	D
	BA + 30	BA + 45	BA + 60	BA + 75
1	69,219	72,497	75,772	79,049
2	72,497	75,772	79,049	82,327
3	75,772	79,049	82,327	85,604
4	79,049	82,327	85,604	88,878
5	82,327	85,604	88,878	92,157
6	85,604	88,878	92,157	95,433
7	88,878	92,157	95,433	98,710
8	92,157	95,433	98,710	101,986
9	95,433	98,710	101,986	105,263
10	98,710	101,986	105,263	108,539
11	101,986	105,263	108,539	111,818
12	101,986	108,539	111,818	115,092
13	101,986	108,539	115,092	118,368
14	101,986	108,539	118,368	121,646
15	101,986	108,539	118,368	124,924
16	101,986	108,539	118,368	128,197
17	101,986	108,539	118,368	131,475
18	101,986	108,539	118,368	134,752

**Psychologist Salary Schedule
193 Days Per Year**

Step	A
1	99,778
2	104,120
3	108,456
4	112,794
5	117,131
6	121,468
7	125,807
8	130,146
9	134,484
10	140,103

**Speech Pathologist Salary Schedule
191 Days Per Year**

Step	A
1	98,744
2	103,040
3	107,332
4	111,624
5	115,918
6	120,210
7	124,503
8	128,797
9	133,091
10	138,651

Effective Date: 7/1/2024
Board Approved Date: 5/15/2024

Agreement Between AUHSD and AEA, Continued



Acalanes Union High School District
Schedule B Stipend

Assignment	Base Stipend	Pay Cycle	Extra Optional Stipend	Pay Cycle
Academic Decathlon	\$2,782	Monthly	\$695	Upon Completion (State/ National)
ACIS Comprehensive Site Collaboration	\$212	Monthly		
AGATE3	\$2,369	Upon Completion	\$1,185	Upon Completion
Athletic Director	\$7,894	Monthly		
BIRT Chair	\$1,390	Monthly		
Black Student Union Advisor	\$1,791	Monthly		
Canvas Support	\$3,159	Monthly		
Choral	\$3,947	Monthly		
Credential Mentoring (Teacher Induction, PPS Supervision)	\$3,159	Monthly		
Department Chair - EL	\$4,737	Monthly		
Department Chair - Special Ed.	\$7,894	Monthly		
Department Chair – Tier 1 (up to 20 sections in department)	\$4,737	Monthly		
Department Chair – Tier 2 (21-30 sections in department)	\$5,525	Monthly		
Department Chair – Tier 3(31-50 sections in department)	\$6,316	Monthly		
Department Chair – Tier 4 (51-70 sections in department)	\$7,106	Monthly		
Department Chair – Tier 5(71 or more sections in department)	\$7,894	Monthly		
Doctorate Degree	\$2,633	Monthly		
Drama	\$3,947	Monthly	\$2,369	Upon Completion
Hourly Rate	\$53	Monthly		
Instrumental	\$3,947	Monthly		
Intern Class Instructor	\$4,457	Monthly		
Journalism, Yearbook	\$3,947	Monthly		
Latin Coach	\$2,087	Monthly	\$695	Upon Completion (State/ National)
Lead Counselor	\$6,316	Monthly		
Leadership ²	\$7,106	Monthly		
Licensure Supervision (MFT, Social Worker, Psychologist Intern)	\$3,159	Monthly		
Link Crew	\$1,791	Monthly		
Math/Science Quiz Bowl	\$695	Monthly		
Masters Degree	\$1,880	Monthly		
Mock Trial	\$2,782	Monthly	\$695	Upon Completion (State/ National)
Model UN	\$1,112	Monthly	\$695	Upon Completion
Musical Director (Choral, Drama and Instrumental)	\$0		\$2,369	Upon Completion
New Teacher Mentor	\$2,369	Monthly		
Noon Supervisor ²	\$3,947	Monthly		
On Campus CIF Athletic Coaches ² -Per Sport	\$1,390	End of Season		
PAR – Joint Panel	\$789	Annual	\$789	June
PAR Consulting Teacher - Per RPT	\$3,159	Monthly		
Psychologist Summer Assessment	\$0		\$2,122	Upon Completion Per Assessment
Robotics	\$2,782	Monthly	\$695	Upon Completion (State/ National)
Speech	\$0		\$1,185	Upon Completion
Stage Crew	\$2,137	Monthly		
Traveling Teacher ²	\$4,737	Monthly		
WASC Self-Study Coordinator ²	\$6,316	Monthly		
Web Master	\$3,947	Monthly	\$2,369	Upon Completion
Wellness Intern Coordinator	\$7,106	Monthly		

Effective Date:
Board Approved:

7/1/2024
5/15/24

- 1 The Stipends listed in schedule B are for one position. Positions may be shared and stipends split if the site determines this is necessary.
- 2 Leadership, and WASC Self-Study Coordinators are tied to Department Chair – Tier 3
- 3 AGATE Coordinators (base stipend) and chaperones (optional stipend) shall be paid in a lump sum after the completion of the AGATE trip.
- 4 A traveling unit member is defined as an employee who is required by his/her supervisor to travel between two school sites during a school day.
- 5 On Campus CIF Athletic Coaches may receive more than one stipend per year. The stipend is only applicable to paid coaches. In the event a coaching stipend is split between coaches, the On Campus CIF Athletic Coach Stipend will be split.
- 6 Certificated staff who need to be accessible to students during lunch are not eligible for this position.

Schedule Notes:

- Stipend may be increased based on workload by mutual agreement between the District and AEA
- If any Unit member receives a prep period for a Schedule B assignment at a site, the district shall provide a prep period for the same assignment at all sites.
- The stipends are standardized compensation rates regardless of the funding source.
- Starting in 2006-07, the schedule B stipends shall increase at the same rate as the negotiated percentage increase for certificated, non-administrative salary schedules with the exception of state and federal categorically-funded positions. These programs shall increase at the same rate as the program’s cost of living adjustment.

Schedule B Expectations

Canvas Leads

- Work closely with school and district administration to assess staff needs with respect to Canvas and develop effective professional development to meet those needs.
- Provide direct support for certificated staff in the effective use of Canvas and Canvas integrations with a focus on supporting staff new to Canvas.
- Participate in Summer Institute and periodic Instructional Council meetings.
- Collaborate with site and district administration to stay up to date on new Canvas features and how staff may use them to support student learning.

Choral and Instrumental (Base Stipend)

- For all Music activities outside of regular school hours—at a minimum, this will include two evening concerts per year and may include the following: concerts, festivals, events, fundraisers, field trips, etc.
- Programs and/or rehearsal schedules spent outside of regular school hours should be submitted to the principal as proof that work is being done.
- Stipend will be paid in eleven monthly payments.

Musical Director (Choral, Drama, Instrumental)

Agreement Between AUHSD and AEA, Continued

- For each director of the musical: choral director, instrumental director, and drama director. The musical should involve sets, costumes, lights, multiple performances, and significant time outside the classroom for each director. This is not an additional music concert.
- Program and/or rehearsal calendar should be submitted with Principal's signature for payment of the stipend.
- Stipend will be paid in one payment after performances are completed.

Drama (Base Stipend)

- For one full-length play with most or all of rehearsal/production time outside of regular school hours involving set, costumes, and multiple nights of performance.
- For any hours spent outside of school time for Drama Nights, class trips, competitions, and/or other class events and performances.
- Program(s) and/or rehearsal schedules for time spent outside of school hours should be submitted to the principal as proof that work is being done.
- Stipend will be paid in eleven monthly payments.

- **Drama (Optional Stipend)**For each additional full-length play with most or all of rehearsal/production time outside of regular school hours involving set, costumes, and multiple nights of performance.
- Program(s) and/or rehearsal calendar should be submitted with Principal's signature for payment of the stipend.
- Stipend will be paid in one lump sum after the performances are completed.

Journalism and Yearbook (Base Stipend)

- For Journalism, publish a minimum of seven newspapers per year. For Yearbook, publish one yearbook per year.
- Production responsibilities should involve original articles, original photocopy and graphics, and desktop publication. It should involve significant time outside of the classroom for the instructor and students.
- Production schedule should be submitted with Principal's signature for payment of the stipend. This may be a monthly stipend.
- Principals must have proof that teachers are performing significant work outside of regular school hours with their students.
- Stipend will be paid in eleven monthly payments.
- **On Campus CIF Athletic Coaches (Base Stipend)**Serve as liaison for staff and athletes
- See District job description
- Stipend will be paid at end of season

Athletic Director (Base Stipend)

- See district job description
- Stipend will be paid in eleven monthly payments.
- **Diversity Chair District Committee (Base Stipend)**Serve as liaison for district staff and students
- Plan and organize monthly meetings
- Stipend will be paid in eleven monthly payments

Latin Coach (Base Stipend)

- For significant time spent with students outside of regular school hours. This includes hour of practice for competition.
- Programs and/or rehearsal calendars, and/or log of hours must be submitted to the principal that this work is being done to earn the stipend.
- Stipend will be paid in eleven monthly payments.

Link Crew (9th Grade/New Student Orientation)

- Work with site administration to develop 9th grade orientation
- Attend training if needed, work collaboratively to design 9th grade orientation
Plan and implement follow up activities throughout the year

BSU Advisor

- Hold regular weekly or biweekly meetings
- Organize Black Excellent month activities
- Engage in Middle School outreach
- Attend monthly BCSU meetings
- Attend parent advisory meetings
- Assist with BSU Dance, field trips and activities
- Help plan and attend annual BSU Summit

Math/Science Quiz Bowl (Base Stipend)

- For significant time spent with students outside of regular school hours. This includes hour of practice for competition.
- Programs and/or rehearsal calendars, and/or log of hours must be submitted to the principal that this work is being done to earn the stipend.
- Stipend will be paid in eleven monthly payments.

Leadership (Base Stipend)

- See district job description
- Stipend will be paid in eleven monthly payments.

Webmaster (Base Stipend)

- For daily upkeep of school web site (during school year) so it is a viable communication and information vehicle for students, staff and the community. This includes uploading school bulletins, checking links, supervising the upload of student work, uploading required state information such as the School Report Card and linking to state testing results and other information as deemed necessary by the principal. The web master will also respond to, or route, inquires sent to the site and adjust the art and design of the site as needed.
- The web site pages and the current status of information on the site will be reviewed by the principal for payment of the stipend.
- Stipend will be paid in eleven monthly payments.

Webmaster (Extra Optional Stipend)

Agreement Between AUHSD and AEA, Continued

- For major design, change and/or major revisions such as the creation of the school year calendar, handbook, and staff lists, etc. that are deemed necessary for the beginning of the school year.
- Revision will be reviewed by the principal for payment of the stipend.
- Stipend will be paid in one lump sum after the revisions are completed.

Supervisor (Lunch) (Base Stipend)

- Supervise students on campus or assigned area
- Direct visitors to the office
- Direct non-students to leave campus
- Maintain visible adult presence
- Stipend will be paid in eleven monthly payments.

Stage Crew (Base Stipend)

- Serve as liaison between the staff and student-run Sound/Stage crew
- Work directly with staff for regular sound/technical needs
- Schedule students to work; verify timesheets
- Report equipment problems for repair
- Stipend will be paid in eleven monthly payments.

PAR Joint Panel (Base Stipend)

- See description of PAR Joint Panel responsibilities in Article 14
- Payment issued per Schedule B

PAR Joint Panel (Extra Optional Stipend)

- See description of PAR Joint Panel responsibilities in Article 14
- Payment issued per Schedule B

PAR Consulting Teachers – RPT (Extra Optional Stipend)

- See description of PAR Consulting Teacher responsibilities in Article 14
- Payment issued per Schedule B

PAR Consulting Teachers – New Teachers (Extra Optional Stipend)

- See description of PAR Consulting Teacher responsibilities in Article 14
- Payment issued per Schedule B

Credential Mentoring (Teacher Induction, Instruction, New Counselor Mentor, Psychology Intern) (Base Stipend)

- Mentors will comply with the requirements of the appropriate credential program.
- Mentors will meet with mentees on weekly bases, observe mentees and provide support.
- Mentors will attend training as required by the credential program.
- Stipend will be paid in two payments – one in January and one in June.
- Mentors will be paid the full stipend for each mentee they mentor.

New Teacher/Intern Mentor (Base Stipend)

Agreement Between AUHSD and AEA, Continued

- Mentors will serve a support and a liaison to the certificated staff new to their school site (staff members newly hired, not necessarily new to the profession)
- Mentors will serve as liaison between the administrative team and new staff members.
- Mentors will hold monthly meetings to provide various supports related to best practices related to curriculum, implementation of courses of study, instructional practices, student and parent support and any other district and site initiatives.
- Stipend will be paid in two payments – one in January and one in June.

Department Chairperson (Base Stipend)

- See district job description
- Stipend will be paid in eleven monthly payments.

English Learners Department Chairperson (Base Stipend)

- See district job description
- Stipend will be paid in eleven monthly payments.

Special Education Department Chairperson (Base Stipend)

- See district job description
- Stipend will be paid in eleven monthly payments.

Lead Counselor (Base Stipend)

- See district job description
- Stipend will be paid in eleven monthly payments.

AGATE (Coordinator) Base Stipend

- Plan and organize AGATE trips – one trip per semester
- Work with Educational Services as needed
- Recommend AGATE chaperones to Educational Services
- Facilitate and meet with parents and eligible students at sites
- Communicate with students, parents and site staff on trip logistics
- Supervise AGATE students on trips
- Issue grades for AGATE students completing the trip
- Stipend will be paid in one lump sum after the AGATE trip is over.

AGATE (Chaperone) Base Stipend

- Attend AGATE planning meetings and parent meetings
- Work with site staff as needed
- Assist AGATE Coordinator with trip planning
- Supervise AGATE students on trips
- Stipend will be paid in one lump sum after the trip is over.

Mock Trial, Model UN, Robotics, and Academic Decathlon (Base Stipend)

- For significant time spent with students outside of regular school hours. This includes hour of practice for competition.
- Programs and/or rehearsal calendars, and/or log of hours must be submitted to the principal that this work is being done to earn the stipend.

- Stipend will be paid in eleven monthly payments.

Mock Trial, Model UN, Robotics, and Academic Decathlon (Extra Optional Stipend)

- For every additional level of competition reached such as state or national.
- Programs and/or rehearsal calendars, and/or log of hours must be submitted to the principal that his work is being done to earn the stipend.
- Stipend will be paid in one payment after each competition is completed.

Speech (Extra Optional Stipend)

- For every two weekend competitions with speech students.
- Program and/or rehearsal calendar should be submitted with Principal's signature for payment of the stipend.
- Stipend will be paid in one payment after each two performances are completed.

APPENDIX C

ACALANES UNION HIGH SCHOOL DISTRICT

EXTRA DUTY PAID ASSIGNMENTS

SPORTS	DUTY	PER GAME
*ALL SPORTS:	TIMER	\$40.00
	TICKET SELLER	\$40.00
*BASKETBALL		<u>PER GAME</u>
	**TIMER	\$40.00
	**30 SECOND SHOT TIMER	\$40.00
	**SCOREKEEPER	\$40.00
	TICKET SELLER/TAKER	\$40.00

**\$40 for first assignment. \$20 for each concurrent assignment

DANCES

With the exception of the Welcome Dance, there will be a limit of 4 dances for which 2 teachers at each school site will be assigned and paid as chaperones the rate of \$50 each per dance. By mutual agreement between the site administration and the AEA extra duty members, dances other than the prom or ball may be added to the extra duty list. For prom and/or ball, chaperones who ride the bus and are there for the duration of the dance will receive \$200.

Adopted: 11/17/1993

Revised: 8/21/2013

FAMILY CARE AND MEDICAL LEAVE PROCEDURE

The following conditions, requirements and procedures shall apply when requests for family care or medical leave are made:

A. Work Week

The workweek is any week in which the employee is in paid status for all or part of the week. Weeks in which the only pay to the employee is for a paid holiday shall be excluded.

B. Employee Eligibility

To be eligible for benefits under the Acts, an employee must have worked for the District:

1. For at least 12 months; and
2. At least 1,250 hours over the previous 12 months.

C. Reasons For Taking Leave

A leave request from an eligible employee must be granted for any of the following reasons:

1. Birth of the employee's child;
2. Placement of a child with the employee for adoption or foster care;
3. Care for the employee's child, spouse, or parent with a serious health condition;
4. The employee's own serious health condition that keeps the employee from performing his/her job function.

D. Advance Notice of Leave And Medical Certification

Employees will provide (1) advance written notice of the leave request and (2) medical certification whenever a serious health condition is involved.

1. If the need for the leave is foreseeable, employees will provide thirty-day (30) advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.
2. If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:
 - a. Date of commencement of the serious health condition;
 - b. Probable duration of the condition;
 - c. Estimated amount of time the health care provider will provide care;
 - d. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his/her job functions.
3. The District may require a second and third medical opinion regarding an employee's serious health condition, at the District's expense. If the original leave granted is less than twelve (12) weeks, leave may be extended up to the twelve (12) week maximum, only with additional medical certification.

4. If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District, outside of working hours whenever possible.
5. An employee's advance notice and medical certification may be required to be given to the Personnel Office which will then determine the adequacy of the notice and medical certification and whether or not the leave will be approved/recommended for approval.

E. Continuation of Health Coverage and Other Job Benefit Plans

1. An employee taking leave will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, in which the employee was enrolled prior to the first day of the leave. Co-payments are due monthly. Failure to pay the premium within thirty (30) days of the due date may result in termination of benefits coverage.
2. If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
3. An employee may, at his/her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

F. Intermittent or Reduced Schedule Leave.

An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

1. Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.
2. Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.
3. For purposes of scheduling intermittent leave when approved, full-time employees shall have entitlement to sixty (60) working days of leave. Part-time employees' leave entitlement shall be prorated based on the employee's FTE.

G. Substitution of Paid Leave and Other Leave Requests

1. Employees must use paid leave and family care leave concurrently if the reason for the paid leave meets the requirements of the Family Care Leave Section C.
2. Any paid or unpaid leave taken which meets the requirements of Section C

of this memorandum will be counted as part of the employee's family care leave entitlement, if the employee is so notified at the time the leave begins.

H. Maternity

Women on maternity leave will not start using family care leave until their disability period is over (i.e., when their physician takes them off disability after the birth of their child). Thus, although family leave due to an employee's serious health condition would normally run concurrently with sick leave where the employee is out for three (3) days or more, this will not apply in the case of disability due to maternity.

J. Period of Eligibility

The 12 month period for determining entitlement commences on the first day of the leave.

K. Seniority, Employee Benefits and Break in Service

An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on unpaid Family Care Leave (not paid leave such as vacation or sick leave) will not accrue additional benefits, such as vacation, sick leave or similar benefits, during the leave. The leave will not constitute a break in service for purposes of longevity and seniority.

L. Restoration of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

*California Standards for the Teaching Profession**FORM A***Standard 1****Engaging and Supporting All Students in Learning**

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

1.1 Using knowledge of students to engage them in learning

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

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

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

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

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

1.3 Connecting subject matter to meaningful, real-life contexts

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

- establish a connection between subject matter and purpose for learning?
- make connections between the subject matter and real-life contexts?
- seek feedback from students regarding relevance of subject matter to their lives?
- engage all students in a variety of learning experiences that accommodate the different ways they learn?
- provide opportunities for all students to acquire and practice skills in meaningful contexts?

Agreement Between AUHSD and AEA, Continued

1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs

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

- select and utilize a range of instructional approaches to engage students in learning?
- use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so all students understand?
- help all students learn, practice, internalize, and apply subject-specific learning strategies and procedures?
- use differentiated instruction to meet the assessed learning needs of students and increase active participation in learning?
- adapt materials and resources, make accommodations, and use appropriate assistive equipment and other technologies to support students' diverse learning needs?
- utilize multiple types of technology to facilitate learning?
- examine and use resources that minimize bias?

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

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

- encourage students to use multiple approaches and solutions to solve problems?
- encourage students to ask critical questions and consider diverse perspectives about subject matter?
- provide opportunities for students to think about, discuss, and evaluate content?
- ask questions to facilitate discussion, clarify, and extend students' thinking?
- support students to think and communicate with clarity and precision?
- help students apply previous learning to new situations?
- encourage students to create, imagine, and innovate?
- help students to develop and use strategies and technologies for accessing knowledge and information?

1.6 Monitoring student learning and adjusting instruction while teaching

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

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

Standard 2

Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

Agreement Between AUHSD and AEA, Continued

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

- arrange the learning environment to facilitate positive and productive classroom interactions?
- encourage, support, and recognize the achievements and contributions of all students/
- encourage students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion?
- foster the development of each student’s self-esteem?
- Create a safe, accessible learning environment for all students?

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

- establish a productive, achievement-oriented climate in my classroom?
- set high expectations for all of my students?
- motivate all students to initiate their own learning and strive for challenging learning goals?
- provide all students opportunities to examine and evaluate their own work and to learn from the work of their peers?
- ensure access to challenging and diverse academic content for all students?

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

2.7 Using instructional time to optimize learning

Agreement Between AUHSD and AEA, Continued

As teachers develop, they may ask “How do I...?” or “Why do I...?”

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

Standard 3

Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

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

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

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

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

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

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

3.3 Organizing curriculum to facilitate student understanding of the subject matter

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

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

3.4 Utilizing instructional strategies that are appropriate to the subject matter

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

- know the full range of materials, resources, and technologies provided by the school or district?
- select materials, resources, and technologies to support differentiated student learning of the subject matter?
- select and use learning materials and resources that reflect the diversity in my classroom?
- use technologies to convey key concepts in the subject matter?
- learn about and access new instructional resources to support student learning?

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

Standard 4

Planning Instruction and Designing Learning Experiences for All Students

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

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

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

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

4.2 Establishing and articulating goals for student learning

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

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

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

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

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

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

- develop unit and lesson plans that build on and extend students’ understanding of subject matter?
- ensure that each instructional strategy is related to learning goals?
- plan instruction to allow enough time for student learning, review, and assessment?
- use my knowledge of subject matter and my students to plan and appropriately pace instructional activities within a lesson and over time?
- check for understanding, prepare for adjustments, remediate or accelerate instruction, and individualize when appropriate?
- address the ELD standards appropriately, based on my English learners’ levels of language acquisition?
- address the IEP goals and objectives of my students with special needs?
- select materials, resources, and technologies to support the learning needs of English learners and students with special needs?

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

Standard 5

Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessments, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments

As teachers develop, they may ask “How do I...? or “Why do I...?”

- become knowledgeable of the different types of assessments—and their uses, benefits, and limitations—that I draw on to inform my instruction?
- select assessment strategies and instruments appropriate to the learning outcomes being evaluated?
- use my knowledge of assessment concepts such as validity, reliability, and bias to choose assessments appropriate to my students?
- design grading practices that draw on multiple sources of information and reflect student learning?

5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction

As teachers develop, they may ask “How do I...? or “Why do I...?”

- keep a continuous and comprehensive record of group and individual achievement?
- select, design, and use assessment tools appropriate to what is being assessed?
- collect, select, and reflect upon evidence of student learning?
- work with families to gather information about all students and their learning?
- use standardized tests, diagnostics tools, and development assessments to understand student progress?
- use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?
- assess student behavior to support learning?
- interpret data based on how an assessment is scored and what results it reports?

5.3 Reviewing data, both individually and with colleagues, to monitor student learning

As teachers develop, they may ask “How do I...? or “Why do I...?”

- review student assessment data with colleagues?
- use assessment results to monitor my teaching and guide planning and instruction?
- use assessment information to determine when and how to revisit content that has been taught?
- use assessment data to eliminate gaps between students’ potential and their performance?
- use assessment results to plan instruction to support English learners?
- use assessment results to plan instruction to support students’ IEP?

Agreement Between AUHSD and AEA, Continued

5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction

As teachers develop, they may ask “How do I...? or “Why do I...?”

- draw upon assessment data to support development of learning goals?
- review and revise learning goals with students over time?
- ensure that student learning goals reflect key subject matter concepts, skills, and applications?
- use informal assessments to adjust instruction while teaching?
- use multiple sources of assessment to measure student progress and revise instructional plans?
- work to differentiate goals and plans based on assessed needs of my diverse learners?
- address the specific needs of English learners and students with special needs as I use assessments to inform my instruction?

5.5 Involving all students in self-assessment, goal setting, and monitoring progress.

As teachers develop, they may ask “How do I...? or “Why do I...?”

- make assessment integral to the learning process?
- make assessment an interactive process between teacher and student?
- model self-assessment strategies for all students?
- develop and use tools and guidelines that help all students assess their work and monitor their learning goals?
- provide opportunities for all students to engage in peer discussion and reflection of their work?
- provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom

5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.

As teachers develop, they may ask “How do I...? or “Why do I...?”

- become familiar with and select technology resources that support assessment practices?
- use technology to analyze student learning and inform instruction?
- use appropriate technology resources to communicate students’ learning to students and their families?

5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

As teachers develop, they may ask “How do I...? or “Why do I...?”

- provide all students with information about their progress as they engage in learning activities?
- initiate regular and timely contact with families and resource providers about student progress?
- communicate assessment results to families in ways that are respectful and understandable?
- provide families with ways to use assessment information at home to improve student learning?

Standard 6

Developing as a Professional Educator

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

6.1 Reflecting on teaching practice to support of student learning

As teachers develop, they may ask “How do I...?” or “Why do I...?”

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

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

As teachers develop, they may ask “How do I...?” or “Why do I...?”

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

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

As teachers develop, they may ask “How do I...?” or “Why do I...?”

- collaborate with teachers, administrators, education specialist, paraeducators, and staff to ensure that all students’ diverse learning needs, interests, and strengths are met?
- remain receptive to the feedback of colleagues, mentors, and supervisors in support of my teaching practice and student learning?
- support school and district goals and priorities?
- contribute to school-wide events, activities, and decision-making?
- establish and maintain productive relationships with other school staff to become a visible and valued member of the school and district communities?
- contribute to the learning of other educators?
- benefit from and contribute to professional organizations to improve my teaching?
- benefit from and add to the knowledge base of the profession?

6.4 Working with families to support student learning

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

6.5 Engaging local communities in support of the instructional program

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

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

As teachers develop, they may ask “How do I...? or “Why do I...?”

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

6.7 Demonstrating professional responsibility, integrity, and ethical conduct

As teachers develop, they may ask “How do I...? or “Why do I...?”

- remain informed of, understand, and uphold the professional codes, ethical responsibilities, and legal requirements applicable to the profession?
- contribute to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders?
- meet my professional obligations to implement school, district, state, and federal policies and guidelines?
- extend my knowledge about my professional and legal responsibilities for students’ learning, behavior, and safety?
- Maintain professional conduct and integrity in the classroom and school community?
- Interact appropriately with students and families outside the classroom?
- Demonstrate my professional obligations to students, colleagues, school, and the profession?

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM B
PRE-OBSERVATION REPORT FOR FORMAL OBSERVATION**

Instructions: The unit member shall complete this form and submit to his/her evaluator one day prior to the formal evaluation observation, which shall be scheduled prior to the end of the first semester. The observation will be based on the California Standards for the Teaching Profession (CSTP) I-V (Form A).

Teacher

Evaluator

Lesson Topic

Date

Period	Course Title	Room No.	Period	Course Title	Room No.
1			5		
2			6		
3			7		
4					

Based on the Content Standards & Benchmarks in the Course of Study for the class being observed. Print out the Standards and highlight the ones that apply to the lesson.

Highlight the student outcomes for this day's lesson. (CSTP I-V). Add any additional information that will assist the evaluator in observing and understanding the lesson. (This box expands to accommodate as much space as needed.)

What related instruction has been provided prior and will be provided following this lesson (This box expands to accommodate as much space as needed)

How will you use the monitoring and feedback strategies in CSTP V to assess student learning of the lesson/unit? (This box expands to accommodate as much space as needed)

Describe any particular characteristics of the class or lesson that would be useful for the evaluator to know. (This box expands to accommodate as much as needed)

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

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

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

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

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

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

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

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM C
POST-OBSERVATION REPORT**

The evaluator will complete the “Post-Observation Report” for both formal and informal observations, and review the report with the unit for a formal observation. The report may not include evidence on every Element in a Standard. Post-conferences are not required, but may be held, for informal observations.

Teacher

Evaluator

Lesson Topic

Date

Period	Course Title	Room No.	Period	Course Title	Room No.
1			5		
2			6		
3			7		
4					
California Standards for the Teaching Profession			Commendations & Recommendations Supporting Evidence <i>(This box expands to accommodate as much space as needed.)</i>		
Standard I: Engaging and supporting all students in learning Elements: <ul style="list-style-type: none"> <input type="checkbox"/> 1.1 Using knowledge of students to engage them in learning <input type="checkbox"/> 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests <input type="checkbox"/> 1.3 Connecting subject matter to meaningful, real-life contexts <input type="checkbox"/> 1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs <input type="checkbox"/> 1.5 Promoting critical thinking through inquiry, problem solving, and reflection <input type="checkbox"/> 1.6 Monitoring student learning and adjusting instruction while teaching 					

<p>California Standards for the Teaching Profession</p>	<p>Commendations & Recommendations Supporting Evidence <i>(This box expands to accommodate as much space as needed.)</i></p>
<p>Standard II:</p> <p>Creating and maintaining effective environments for student learning</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully <input type="checkbox"/> 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students <input type="checkbox"/> 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe <input type="checkbox"/> 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students <input type="checkbox"/> 2.5 Developing, communicating, and maintaining high standards for individual and group behavior <input type="checkbox"/> 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn <input type="checkbox"/> 2.7 Using instructional time to optimize learning 	

<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations & Recommendations Supporting Evidence <i>(This box expands to accommodate as much space as needed.)</i></p>
<p>Standard III:</p> <p>Understanding and organizing subject for student learning</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks <input type="checkbox"/> 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter <input type="checkbox"/> 3.3 Organizing curriculum to facilitate student understanding of the subject matter <input type="checkbox"/> 3.4 Utilizing instructional strategies that are appropriate to the subject matter <input type="checkbox"/> 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students <input type="checkbox"/> 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content 	

<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations & Recommendations Supporting Evidence <i>(This box expands to space as needed.)</i></p>
<p>Standard IV:</p> <p>Planning instruction and designing learning experiences for all students</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction <input type="checkbox"/> 4.2 Establishing and articulating goals for student learning <input type="checkbox"/> 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning <input type="checkbox"/> 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students <input type="checkbox"/> 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students 	

<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations & Recommendations Supporting Evidence <i>(This box expands space as needed.)</i></p>
<p>Standard V: Assessing students for learning Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments <input type="checkbox"/> 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction <input type="checkbox"/> 5.3 Reviewing data, both individually and with colleagues, to monitor student learning <input type="checkbox"/> 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction <input type="checkbox"/> 5.5 Involving all students in self-assessment, goal setting, and monitoring progress <input type="checkbox"/> 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning <input type="checkbox"/> 5.7 Using assessment information to share timely and comprehensible feedback with students and their families 	

It is understood that in signing the Observation Report, the unit member acknowledges having seen and/or discussed the report. The unit member's signature does not necessarily imply agreement with the conclusions of the evaluator. The unit member will have the right to respond in writing. This document with any attachments will be placed in the unit member's personnel file.

Date of Post-Conference: _____

Unit Member's Signature: _____

Evaluator's Signature: _____

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM D
REFLECTION ON AN INSTRUCTIONAL UNIT**

INSTRUCTIONS: This form with the supporting documents is to be completed for at least one class for one unit of study by the unit member and submitted to his/her evaluator by the end of the first semester.

Unit Member		Evaluator	
School Year	Course	Unit Title/Topic	Dates Taught

1. Attach the following supporting documents:
 - a. the “Content Standards and Benchmarks” page highlighting the standard(s) and benchmark(s) taught and assessed in the unit;
 - b. an assessment instrument (e.g., essay, test, project, presentation, performance) used to assess student learning and achievement for the unit;
 - c. the performance criteria, rubric and/or grading scale for the assessment instrument; and
 - d. the “Student Self-Assessment of Learning” (If Form E is not used, attach a blank copy of the alternative form used).
2. Complete an Analysis of Student Work below using #2A-2C
 - 2A. Describe why the students are in each category. (*The boxes expand to accommodate as much space as needed.*)

Below Standard	Approaching Standard	Meeting or Exceeding Standard

- 2B. Using the results from the unit of study assessment instrument, sort the students’ work into three (3) categories and indicate the percentage of the class in each category.

Below Standard	Approaching Standard	Meeting or Exceeding Standard
_____ % of the class	_____ % of the class	_____ % of the class

2C. Describe the learning needs of the students in each category. *(The boxes expand to accommodate as much space as needed.)*

Below Standard	Approaching Standard	Meeting or Exceeding Standard

3. Analyze the “Student Assessment of Learning” (Form E or alternative form) which was administered to at least one class of students. *(This box expands to accommodate as much space as needed.)*

4. How will you use the data from your “Analysis of Student Work” (#2A – 2C) and the analysis of “Student Assessment of Learning” (Form E or alternative form in Question #3) to differentiate instruction and support student learning in the future? *(This box expands to accommodate as much space as needed.)*

ACALANES UNION HIGH SCHOOL DISTRICT

FORM E
STUDENT ASSESSMENT of LEARNING

Name _____ Period _____ Date _____

INSTRUCTIONS: Please respond to each of the following questions. Provide specific examples wherever possible.

What helped you understand and learn the content of this unit?

What would you change or add to help you better understand and learn the content of this unit?

Share anything else that affected your learning and understanding of the content of this unit.

ACALANES UNION HIGH SCHOOL DISTRICT

FORM F
FINAL EVALUATION REPORT

The evaluator will deliver draft of the "Final Evaluation Report" to the unit member by April 20 and hold the "Final Evaluation Report" conference with the unit member by April 30.

Unit Member

Evaluator

Site

School Year

Table with 6 columns: Period, Course Title, Room No., Period, Course Title, Room No. Rows 1-4.

Status: [] Temporary [] Probationary 0 [] Probationary I [] Probationary II [] Permanent

Currently in the Peer Assistance and Review (PAR) Program: [] Yes [] No

Formal Observation Date(s):
Informal Observation Dates:
Form D Date Received:

The "Final Evaluation Report" shall be based on evaluation criteria as defined in Article 11. The unit member will receive a rating for each of the six (6) California Standards for the Teaching Profession (CSTP) that may or may not include evidence for each of the elements. There will also be an "Overall Rating." The following ratings shall be used:

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i></p>
<p>Standard I: Engaging and supporting all students in learning</p> <p>Elements:</p> <ul style="list-style-type: none"> 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching 	<div style="border: 1px solid black; width: 100%; height: 100%; position: relative;"> <div style="position: absolute; bottom: 10px; right: 10px; border: 1px solid black; padding: 2px;"> <p align="center">Rating</p> </div> </div>
<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i></p>
<p>Standard II: Creating and maintaining effective environments for student learning</p> <p>Elements:</p> <ul style="list-style-type: none"> 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning 	<div style="border: 1px solid black; width: 100%; height: 100%; position: relative;"> <div style="position: absolute; bottom: 10px; right: 10px; border: 1px solid black; padding: 2px;"> <p align="center">Rating</p> </div> </div>

<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i></p>				
<p>Standard III: Understanding and organizing subject for student learning</p> <p>Elements:</p> <p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4 Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%; text-align: center;">Rating</td> </tr> <tr> <td style="width: 80%;"></td> <td style="width: 20%;"></td> </tr> </table>		Rating		
	Rating				
<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i></p>				
<p>Standard IV: Planning instruction and designing learning experiences for all students</p> <p>Elements:</p> <p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>	<table border="1" style="width: 100%; height: 100%;"> <tr> <td style="width: 80%;"></td> <td style="width: 20%; text-align: center;">Rating</td> </tr> <tr> <td style="width: 80%;"></td> <td style="width: 20%;"></td> </tr> </table>		Rating		
	Rating				
<p align="center">California Standards for the Teaching Profession</p>	<p align="center">Commendations and Recommendations</p>				

	Evidence / Rating (Use as much space as necessary)
<p>Standard V: Assessing students for learning</p> <p>Elements:</p> <p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p> <p>5.8</p>	<div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Rating <input style="width: 80px; height: 30px;" type="text"/> </div>
<p>California Standards for the Teaching Profession</p>	<p>Commendations and Recommendations Evidence / Rating (Use as much space as necessary)</p>
<p>Standard VI: Developing as a professional educator (May or may not be reflected in classroom observations.)</p> <p>Elements:</p> <p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>	<div style="text-align: right; border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Rating <input style="width: 80px; height: 30px;" type="text"/> </div>

Additional Comments (*This box expands to accommodate as much space as needed.*)

<p>Overall Evaluation Rating</p> <p>Temporary, Probationary I, Probationary II</p> <p><input type="checkbox"/> Satisfactory</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>	<p>Overall Evaluation Rating</p> <p>Permanent</p> <p><input type="checkbox"/> Satisfactory</p> <p><input type="checkbox"/> Needs Improvement, with support/improvement plan (Form G)</p> <p><input type="checkbox"/> Needs Improvement, with support/improvement plan (Form G) and referral to the PAR program. Requires a “Needs Improvement” in a minimum of two (2) Standards or an “Unsatisfactory” in a minimum of one (1) Standard and a “Needs Improvement” in a minimum of one (1) Standard.</p> <p><input type="checkbox"/> Unsatisfactory, with support/improvement plan (Form C) and referral to the PAR program. Requires an “Unsatisfactory” in a minimum of two standards.</p>
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Evaluator’s Signature

Unit Member’s Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member will have the right to respond in writing. The response will be attached to Form F and placed in the unit member’s personnel file.

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM G
SUPPORT/IMPROVEMENT PLAN**

The evaluator will provide the unit member with a “Support/Improvement Plan” (Form G) by May 15.

Unit Member

Site

Evaluator

School Year

Form G Conference: Date: _____

Specific Areas for Improvement California Standards for the Teaching Profession	Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i>
<p>Standard I:</p> <p>Engaging and supporting all students in learning</p> <p>Elements:</p> <ul style="list-style-type: none"><input type="checkbox"/> 1.1 Using knowledge of students to engage them in learning<input type="checkbox"/> 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests<input type="checkbox"/> 1.3 Connecting subject matter to meaningful, real-life contexts<input type="checkbox"/> 1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs<input type="checkbox"/> 1.5 Promoting critical thinking through inquiry, problem solving, and reflection<input type="checkbox"/> 1.6 Monitoring student learning and adjusting instruction while teaching	

<p align="center">Specific Areas for Improvement California Standards for the Teaching Profession</p>	<p align="center">Suggestions for Improvement May include, but not limited to the following (This box expands to accommodate as much space as needed.)</p>
<p>Standard II:</p> <p>Creating and maintaining effective environments for student learning</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully <input type="checkbox"/> 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students <input type="checkbox"/> 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe <input type="checkbox"/> 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students <input type="checkbox"/> 2.5 Developing, communicating, and maintaining high standards for individual and group behavior <input type="checkbox"/> 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn <input type="checkbox"/> 2.7 Using instructional time to optimize learning 	

<p align="center">Specific Areas for Improvement California Standards for the Teaching Profession</p>	<p align="center">Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i></p>
<p>Standard III:</p> <p>Understanding and organizing subject for student learning</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks <input type="checkbox"/> 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter <input type="checkbox"/> 3.3 Organizing curriculum to facilitate student understanding of the subject matter <input type="checkbox"/> 3.4 Utilizing instructional strategies that are appropriate to the subject matter <input type="checkbox"/> 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students <input type="checkbox"/> 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content 	

<p align="center">Specific Areas for Improvement California Standards for the Teaching Profession</p>	<p align="center">Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i></p>
<p>Standard IV:</p> <p>Planning instruction and designing learning experiences for all students</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction <input type="checkbox"/> 4.2 Establishing and articulating goals for student learning <input type="checkbox"/> 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning <input type="checkbox"/> 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students <input type="checkbox"/> 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students 	

<p align="center">Specific Areas for Improvement California Standards for the Teaching Profession</p>	<p align="center">Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i></p>
<p>Standard V:</p> <p>Assessing students for learning</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments <input type="checkbox"/> 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction <input type="checkbox"/> 5.3 Reviewing data, both individually and with colleagues, to monitor student learning <input type="checkbox"/> 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction <input type="checkbox"/> 5.5 Involving all students in self-assessment, goal setting, and monitoring progress <input type="checkbox"/> 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning <input type="checkbox"/> 5.7 Using assessment information to share timely and comprehensible feedback with students and their families 	

<p align="center">Specific Areas for Improvement California Standards for the Teaching Profession</p>	<p align="center">Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i></p>
<p>Standard VI:</p> <p>Developing as a professional educator (May or may not be reflected in classroom observations.)</p> <p>Elements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 6.1 Reflecting on teaching practice in support of student learning <input type="checkbox"/> 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development <input type="checkbox"/> 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning <input type="checkbox"/> 6.4 Working with families to support student learning <input type="checkbox"/> 6.5 Engaging local communities in support of the instructional program <input type="checkbox"/> 6.6 Managing professional responsibilities to maintain motivation and commitment to all students <input type="checkbox"/> 6.7 Demonstrating professional responsibility, integrity, and ethical conduct 	

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member will have the right to respond in writing. The response will be attached to Form G and placed in the unit member's personnel file.

**ACALANES UNION HIGH SCHOOL DISTRICT
FORM H
EVALUATION OPTION**

INSTRUCTIONS: Articles 11.3.3.1 and 11.8 of the AEA-AUHSD collective bargaining agreement apply to a unit member in year 8 in the district or beyond who also has an “Overall Rating” of “Satisfactory” on his/her evaluation. Said unit members may, with the approval of his/her administrator, select the Evaluation Option in lieu of the previous standard evaluation process (Article 11.6). Projects will be presented at an appropriate staff meeting to complete the Evaluation Option. All members interested in the Evaluation Option should complete the form below.

Unit Member

Site

Evaluator

School Year

Evaluation Option: Proposal
Describe the project or goal and its purpose. Describe the specific activities through which you will accomplish the goal/project. <i>(This box expands to accommodate as much space as needed.)</i>
List the California Standards for the Teaching Profession (CSTP) or the standards for your profession that are addressed in this project or goal. <i>(This box expands to accommodate as much space as needed.)</i>
Describe the value of this project to the department, school, district and/or students. <i>(This box expands to accommodate as much space as needed.)</i>
How will you evaluate your progress toward accomplishing this project/goal? What, if any, guidance from your evaluator would you like? Cite specific examples.

Project Proposal Meeting Date: _____

Evaluator’s Approval: _____

Evaluation Option: Final Acceptance

How will you use what you learned from your project/goal to support student learning in the future? (This box expands to accommodate as much space as needed.)

Meeting Date to Review the Project: _____

Presentation of Project Date: _____

Evaluator's Acceptance: _____

Unit Member's Signature: _____

ACALANES UNION HIGH SCHOOL DISTRICT
SCHOOL COUNSELOR
Form C-NC
POST OBSERVATION REPORT

The evaluator will deliver a draft of the Final Evaluation Report to the unit member on or before April 20 and hold the Final Evaluation Report conference with the unit report on or before April 30. The report may not include evidence for every element. Post-conferences are not required, but may be held, for informal observations.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Observation Date: _____

Observation Setting: _____

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to plan, organize, implement and evaluate a comprehensive, developmental, results-based school counseling program.

Direct Student Services: The School Counselor provides individual and, as appropriate, large group academic, college and career, and social emotional counseling. The School Counselor demonstrates knowledge of college and career readiness requirements. The School Counselor communicates in a culturally sensitive and developmentally appropriate manner. The School Counselor demonstrates knowledge and understanding of legal and ethical obligations.

Evidence

Indirect Services: Reviews and interprets student records; updates student records; communicates with teachers and administrators regarding student issues; communicates and collaborates with parents to support student achievement and mental health; refers students and parents to appropriate school and community resources to support student achievement and mental health.

Evidence

Development and Management of the School Counseling Program: Participates in the development of the comprehensive counseling program, including but not limited to, developing the counselor calendar and creating content for group guidance lessons and parent information events. Consults and collaborates with teachers and administration on issues of student development and school culture; collaborates with appropriate personnel on issues related to student services; demonstrates knowledge of issues and trends in the local community affecting students.

Evidence

Developing as a Professional Counselor/Educator: Reflects on counseling practice in support of student learning and development; establishes professional goals and engages in continuous professional growth and development; manages professional responsibilities to maintain motivation and commitment to all students; demonstrates professional responsibility, integrity, and ethical conduct, including legal obligations.

Evidence

Overall Observation Summary:

Evidence

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this Final Evaluation Report and placed in the unit member's personnel file.

**ACALANES UNION HIGH SCHOOL DISTRICT
SCHOOL COUNSELOR
Form F-NC
FINAL EVALUATION REPORT**

The evaluator will deliver a draft of the Final Evaluation Report to the unit member on or before April 20 and hold the Final Evaluation Report conference with the unit report on or before April 30. The report may not contain evidence for every component.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Formal Observation Date(s): _____

Informal Observation Date(s): _____

Form D Date Received: _____

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to plan, organize, implement and evaluate a comprehensive, developmental, results-based school counseling program.

The Final Evaluation Report shall be based on the established evaluation criteria. The unit member will be rated for each criteria. There will also be an Overall Rating. The following ratings shall be used:

S=Satisfactory NI=Needs Improvement U=Unsatisfactory

Direct Student Services: The School Counselor provides individual and, as appropriate, large group academic, college and career, and social emotional counseling. The School Counselor demonstrates knowledge of college and career readiness requirements. The School Counselor communicates in a culturally sensitive and developmentally appropriate manner. The School Counselor demonstrates knowledge and understanding of legal and ethical obligations.

Evidence
Rating: Circle One: S NI U

Agreement Between AUHSD and AEA, Continued

Indirect Services: Reviews and interprets student records; updates student records; communicates with teachers and administrators regarding student issues; communicates and collaborates with parents to support student achievement and mental health; refers students and parents to appropriate school and community resources to support student achievement and mental health.

Evidence			
Rating: Circle One: S NI U			

Development and Management of the School Counseling Program: Participates in the development of the comprehensive counseling program, including but not limited to, developing the counselor calendar and creating content for group guidance lessons and parent information events. Consults and collaborates with teachers and administration on issues of student development and school culture; collaborates with appropriate personnel on issues related to student services; demonstrates knowledge of issues and trends in the local community affecting students.

Evidence			
Rating: Circle One: S NI U			

Developing as a Professional Counselor/Educator: Reflects on counseling practice in support of student learning and development; establishes professional goals and engages in continuous professional growth and development; manages professional responsibilities to maintain motivation and commitment to all students; demonstrates professional responsibility, integrity, and ethical conduct, including legal obligations.

Evidence			
Rating: Circle One: S NI U			

Overall Summary:

Evidence			
Rating: Circle One:	S	NI	U

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this Final Evaluation Report and placed in the unit member's personnel file.

**ACALANES UNION HIGH SCHOOL DISTRICT
TEACHER LIBRARIAN
Form C-NC
Post Observation Report**

The evaluator will deliver a draft of the Final Evaluation Report to the unit member on or before April 20 and hold the Final Evaluation Report conference with the unit report on or before April 30. The report may not contain evidence for every component.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Observation Date: _____

Observation Setting: _____

Use of Information and Ideas: Encourages reading and lifelong learning by stimulating interests and fostering competencies in the effective use of ideas and information; applies a variety of strategies to ensure access to resources and information in a variety of formats to all members of the learning community; promotes ethical information-seeking behavior (digital citizenship) as part of the school library media program and services.

Evidence

Teaching and Learning: Models and promotes collaborative planning with classroom teachers in order to teach concepts and skills of information processes integrated with classroom content; partners with other education professionals to develop and deliver an integrated information skills curriculum; provides assistance in how to access and evaluate information; utilizes and aids in the use of a variety of technological resources; designs and implements instruction that engages the student’s interests, passions, and needs.

Evidence

Collaboration and Leadership: Provides leadership and establishes connections with the learning community to create a school library media program that focuses on student learning and achievement; encourages and supports the professional growth of classroom teachers and other educators.

Evidence

Program Administration: Administers the library media program to support the school mission and vision; employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn; leads in the selection, organization, and use of information resources; manages the human, fiscal, and physical library program resources; assesses the effectiveness of the comprehensive library media center strategic planning/plan.

Evidence

Overall Observation Summary:

Evidence

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this Final Report and placed in the unit member's personnel file.

**Acalanes Union High School District
Teacher Librarian
Form F-NC
FINAL EVALUATION REPORT**

The evaluator will deliver a draft of the Final Evaluation Report to the unit member on or before April 20 and hold the Final Evaluation Report conference with the unit report on or before April 30. The report may not contain evidence for every component.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Formal Observation Date(s): _____

Informal Observation Date(s): _____

Form D Date Received: _____

The Final Evaluation Report shall be based on the established evaluation criteria. The unit member will be rated for each criteria. There will also be an Overall Rating. The following ratings shall be used:

S=Satisfactory NI=Needs Improvement U=Unsatisfactory

Use of Information and Ideas: Encourages reading and lifelong learning by stimulating interests and fostering competencies in the effective use of ideas and information; applies a variety of strategies to ensure access to resources and information in a variety for formats to all members of the learning community; promotes ethical information-seeking behavior (digital citizenship) as part of the school library media program and services.

Evidence
Rating: Circle One: S NI U

Teaching and Learning: Models and promotes collaborative planning with classroom teachers in order to teach concepts and skills of information processes integrated with classroom content; partners with other education professionals to develop and deliver an integrated information skills curriculum; provides assistance in how to access and evaluate information; utilizes and aids in the use of a variety of technological resources; designs and implements instruction that engages the student’s interests, passions, and needs.

Evidence

Rating: Circle One: S NI U

Collaboration and Leadership: Provides leadership and establishes connections with the learning community to create a school library media program that focuses on student learning and achievement; encourages and supports the professional growth of classroom teachers and other educators.

Evidence
Rating: Circle One: S NI U

Program Administration: Administers the library media program to support the school mission and vision; employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn; leads in the selection, organization, and use of information resources; manages the human, fiscal, and physical library program resources; assesses the effectiveness of the comprehensive library media center strategic planning/plan.

Evidence
Rating: Circle One: S NI U

Overall Summary:

Evidence
Rating: Circle One: S NI U

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this Final Report and placed in the unit member's personnel file.

**ACALANES UNION HIGH SCHOOL DISTRICT
SCHOOL NURSE
Form C-NC
Post Observation Report**

The evaluator will deliver a draft of the Final Evaluation Report to the unit member on or before April 20 and hold the Final Evaluation Report conference with the unit report on or before April 30. The report may not contain evidence for every component.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Observation Date: _____

Observation Setting: _____

Response to Student Health Needs: School nurses facilitate normal development and positive student response to interventions. Develops plans for student care; assesses students' health needs; creates a nursing diagnosis and develops goals; implements interventions to achieve expected outcomes; evaluates effectiveness of interventions.

Evidence

Health and Safety Leadership: School nurses provide leadership in promoting health and safety, including a healthy environment. Provides health-related education to staff; provides consultation to other school professionals; monitors immunizations and manages communicable disease; collaborates in program management to promote campus health and safety.

Evidence

Provision of Care: School nurses provide quality health care and intervene with actual and potential health problems. Provides health care for chronic and acute illness and injuries; supervises the medication administration program; supervises health care procedures; provides health screenings, including vision and hearing.

Evidence

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Case Management Services: School nurses use clinical judgment in providing case management services. Receives and processes health information in order to assist each student to be safe and successful at school; develops Individualized Health Care Plans (IHPs) as well as Emergency Care Plans (ECPs); delegates health care tasks according to law and professional practice; pursues professional development and integrates into practice acquired technological and medical knowledge.

Evidence

Collaboration: School nurses actively collaborate with others to build student and family capacity for adaptation, self-management, self-advocacy, and learning; provides health expertise to school committees such as the Special Education department and the IEP, 504, SRT and SST teams; provides families with referral information and community resources to improve access to health care; coordinates the linkage between the family, the physician and the school to improve student health and education outcomes.

Evidence

Overall Observation Summary:

Evidence

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this "Final Report" and placed in the unit member's personnel file.

**ACALANES UNION HIGH SCHOOL DISTRICT
SCHOOL NURSE
Form F-NC
FINAL EVALUATION REPORT**

The evaluator will deliver a draft of the Final Evaluation Report to the unit member on or before April 20 and hold the Final Evaluation Report conference with the unit report on or before April 30. The report may not contain evidence for every component.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Formal Observation Date(s): _____

Informal Observation Date(s): _____

Form D Date Received: _____

Nurses will be evaluated on the five core areas of professional practice: response to student health needs; health and safety leadership; provision of care; case management services, and collaboration.

The “Final Evaluation Report” shall be based on the established evaluation criteria. The unit member will be rated for each criteria. There will also be an “Overall Rating.” The following ratings shall be used:

S=Satisfactory NI=Needs Improvement U=Unsatisfactory

Response to Student Health Needs: School nurses facilitate normal development and positive student response to interventions. Develops plans for student care; assesses students’ health needs; creates a nursing diagnosis and develops goals; implements interventions to achieve expected outcomes; evaluates effectiveness of interventions.

Evidence
Rating: Circle One: S NI U

Health and Safety Leadership: School nurses provide leadership in promoting health and safety, including a healthy environment. Provides health-related education to staff; provides consultation to other school professionals; monitors immunizations and manages communicable disease; collaborates in program management to promote campus health and safety.

Evidence			
Rating: Circle One: S NI U			

Provision of Care: School nurses provide quality health care and intervene with actual and potential health problems. Provides health care for chronic and acute illness and injuries; supervises the medication administration program; supervises health care procedures; provides health screenings, including vision and hearing.

Evidence			
Rating: Circle One: S NI U			

Case Management Services: School nurses use clinical judgment in providing case management services. Receives and processes health information in order to assist each student to be safe and successful at school; develops Individualized Health Care Plans (IHPs) as well as Emergency Care Plans (ECPs); delegates health care tasks according to law and professional practice; pursues professional development and integrates into practice acquired technological and medical knowledge.

Evidence			
Rating: Circle One: S NI U			

Collaboration: School nurses actively collaborate with others to build student and family capacity for adaptation, self-management, self-advocacy, and learning; provides health expertise to school committees such as the Special Education department and the IEP, 504, SRT and SST teams; provides families with referral information and community resources to improve access to health care; coordinates the linkage between the family, the physician and the school to improve student health and education outcomes.

Evidence			
Rating: Circle One: S NI U			

Overall Summary:

Evidence			
Rating: Circle One:	S	NI	U

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this "Final Report" and placed in the unit member's personnel file.

**ACALANES UNION HIGH SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST
Form C-NC
Post Observation Report**

The evaluator will deliver a “draft” of the “Final Evaluation Report” to the unit member on or before April 20 and hold the “Final Evaluation Report” conference with the unit report on or before April 30. The report may not contain evidence for every component.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Observation Date: _____

Observation Setting: _____

Form D Date Received: _____

Direct Student Services: Provides IEP- mandated and general education individual and/or group counseling; communicates with students in a culturally sensitive and developmentally appropriate way; knowledgeable of legal and ethical obligations and timelines; identifies potential learning difficulties and assists in designing interventions and supports for at-risk students; conducts and communicates the results of comprehensive assessments for special education, including manifestation determinations, and makes recommendations for appropriate services; Attends and effectively communicates at meetings to support students, which may include IEP’s, SRT’s, SST’s, and 504’s; Identifies students at-risk for suicide and assesses the need for possible 5150 as a safety measure.

Evidence

Agreement Between AUHSD and AEA, Continued

Indirect Services: Reviews and interprets student records; consults with teachers, counselors, nurses, and administrators regarding student learning and behavior; partners with parents and outside mental health professionals/agencies to support students' educational and psychological well-being; refers students and parents to appropriate school and community resources.

Evidence

Professional Growth: Collaborates with district school psychologists and program specialists on issues related to student services, including counseling practices, student learning and development; demonstrates knowledge of issues and trends affecting students in the communities we serve; establishes professional goals and engages in continuous and purposeful professional growth and development; demonstrates professional responsibility, integrity, and ethical conduct.

Evidence

Overall Summary:

Evidence

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this "Final Report" and placed in the unit member's personnel file.

**ACALANES UNION HIGH SCHOOL DISTRICT
SCHOOL PSYCHOLOGIST
Form F-NC
FINAL EVALUATION REPORT**

The evaluator will deliver a “draft” of the “Final Evaluation Report” to the unit member on or before April 20 and hold the “Final Evaluation Report” conference with the unit report on or before April 30. The report may not contain evidence for every component.

Unit Member

Evaluator

Site

School Year

Status: **Temporary** **Probationary 1** **Probationary 2** **Permanent**

Currently in the Peer Assistance and Review (PAR) Program: **Yes** **No**

Formal Observation Date(s): _____

Informal Observation Date(s): _____

Form D Date Received: _____

School Psychologists should function as a consultant to counselors, teachers, administrators and parents/guardians in the areas of learning and behavior; as a specialist in testing and evaluation; and as facilitator of student mental health.

The “Final Evaluation Report” shall be based on the established evaluation criteria. The unit member will be rated for each criteria. There will also be an “Overall Rating.” The following ratings shall be used:

S=Satisfactory NI=Needs Improvement U=Unsatisfactory

Direct Student Services: Provides IEP- mandated and general education individual and/or group counseling; communicates with students in a culturally sensitive and developmentally appropriate way; knowledgeable of legal and ethical obligations and timelines; identifies potential learning difficulties and assists in designing interventions and supports for at-risk students; conducts and communicates the results of comprehensive assessments for special education, including manifestation determinations, and makes recommendations for appropriate services; Attends and effectively communicates at meetings to support students, which may include IEP’s, SRT’s, SST’s, and 504’s; Identifies students at-risk for suicide and assesses the need for possible 5150 as a safety measure.

Evidence			
Rating: Circle One:	S	NI	U

Agreement Between AUHSD and AEA, Continued

Indirect Services: Reviews and interprets student records; consults with teachers, counselors, nurses, and administrators regarding student learning and behavior; partners with parents and outside mental health professionals/agencies to support students' educational and psychological well-being; refers students and parents to appropriate school and community resources.

Evidence			
Rating: Circle One: S NI U			

Professional Growth: Collaborates with district school psychologists and program specialists on issues related to student services, including counseling practices, student learning and development; demonstrates knowledge of issues and trends affecting students in the communities we serve; establishes professional goals and engages in continuous and purposeful professional growth and development; demonstrates professional responsibility, integrity, and ethical conduct.

Evidence			
Rating: Circle One: S NI U			

Overall Summary:

Evidence			
Rating: Circle One: S NI U			

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member has the right to respond in writing. The response will be attached to this "Final Report" and placed in the unit member's personnel file.

ACALANES UNION HIGH SCHOOL DISTRICT

PARTICIPATING TEACHER ACTION PLAN

PAR FORM A

Consulting Teacher Referred Participating Teacher School Year

Goals: Based on Support/Improvement Plan	Proposed Activities/Actions

This document will be part of the employee's personnel file.

Consulting Teacher Signature Date

Referred Participating Teacher Signature Date

PEER ASSISTANCE AND REVIEW PROGRAM

CONSULTING TEACHER LOG

PAR FORM B

Consulting Teacher

Referred Participating Teacher

School Year

LOG OF ACTIVITIES

Date	Goal	Action	Time Spent	Written Evidence, if appropriate

This document will be part of the employee's file.

Consulting Teacher Signature

Date

Preferred Participating Teacher Signature

Date

ACALANES UNION HIGH SCHOOL DISTRICT
 PEER ASSISTANCE AND REVIEW PROGRAM
 FINAL REPORT
 PAR FORM C

Consulting Teacher	Referred Participating Teacher	School Year
Description of Assistance Provided by Consulting Teacher	Description of Referred Participating Teacher's Participation in PAR	

This document will be part of the employee's file.

Consulting Teacher Signature Date

Referred Participating Teacher Signature Date

*Referred Participating Teacher's signature does not necessarily mean agreement, but that the Referred Participating Teacher has seen the report.

This form is for Department Chairperson Applicant

Department Chairperson Application Form

Available: March 15

Due: March 31

The role of the Department Chairperson is to coordinate department operations in the school, to provide instructional support for members of the department, and to support the development and implementation of curriculum in the school and the district. Please see attached job description.

Name: _____

I am applying to be Chairperson of _____
(department)

1. What leadership skills do you see as important for department chair?

2. How would you provide instructional support for new teachers and veteran department members?

3. How would you support the vision of the school and the district? (Through IC, department chair meetings, department meetings, etc.)

3.
4. What does an effective department meeting look like and how would you facilitate one?

Department Member Input on Potential Department Chairperson Form

Name (person completing the form): _____

Available by: April 15

Due: May 1

The role of the Department Chairperson is to coordinate department operations in the school, to provide instructional support for members of the department, and to support the development and implementation of curriculum in the school and the district.

Name: _____ has applied to be _____ Chairperson.
(department)

Please describe the applicant’s abilities and experiences in each of the following areas:

(Note: this information will not be shared with the applicant)

- 1. Coordinating or participating in department operations in the school.

- 2. Providing instructional support and curricular development for members of the department and /or schoolwide.

- 3. Demonstrates leadership qualities, advocacy and the ability to collaborate with other staff (classified, certificated and administrative.)

- 4. Do you have any additional comments regarding the qualifications of this individual?

ACALANES UNION HIGH SCHOOL DISTRICT
Grievance Report Form

NAME OF GRIEVANT _____ DATE _____

GRIEVANCE STEP (circle one) I II III IV

1 Date of alleged violation: _____
 Article of the Contract Agreement in Question: _____
 Describe the contract violation:

2 What resolution of the grievance do you propose?

Submitted By: _____ Submitted To: _____
 Date Received by District: _____

3 Supervisor's/Assistant Superintendent's response to grievance (Box 1)

Supervisor: _____ Submitted To: _____
 Date Received by AEA/Grievant: _____

4 **AGGRIEVED PARTY'S RESPONSE:**

_____ ACCEPT the Supervisor's Response

_____ REJECT the Supervisor's Response and wish to advance the Grievance to the next step of the Grievance Procedure. Please explain below what you find unacceptable about the proposed remedy, and describe your desired remedy.

Grievant's Signature: _____ Date: _____

DOMESTIC PARTNERS

In California, and also under this Agreement, a domestic partnership shall be established when all of the following requirements are met:

1. Both partners have a common residence. The term “common Residence” means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
2. Both persons agree to be jointly responsible for each other’s basic living incurred during the domestic partnership, the term “basic living expenses” means shelter, utilities, and other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person’s domestic partner. The term “joint responsibility” means that each partner agrees to provide for the other partner’s basic living expenses if the partner is unable to provide for him or herself.
3. Neither person is married nor a member of another domestic partnership.
4. The two persons are not related by blood in any way that would prevent them from being married to each other in California.
5. Both persons are at least eighteen years of age.
6. Either of the following:
 - (a) Both persons are members of the same sex.
 - (b) One or both of the persons meet the eligibility criteria Under Title II of the Federal Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits, or Title V XI of the Federal Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals.
7. Both persons are capable of consenting to the domestic partnership.
8. Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law which has not been terminated pursuant to applicable law.

In order to receive any benefits in this Agreement for domestic partners, all requirements set forth above must be met, and the District must receive a copy of the registered form of the Declaration of Domestic Partnership which has been returned to the domestic partners from the California Secretary of State, (Family Code section 298.5). The burden of proof is on the eligible employee seeking benefits- Eligible employees who may obtain benefits pursuant to this Agreement shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).

AEA Maternity Leave Matrix

LEAVE SEQUENCE

Family Medical Leave (FMLA-Federal), up to 12 weeks, concurrent with Pregnancy Disability Leave (PDLA-State) → California Family Rights Act/ Maternity- Paternity Leave (CFRA/MPL-State), up to 12 weeks → Leave Without Pay 1 year maximum

LEAVE COMPONENTS

FMLA (Federal)/PDLA (State) = accrued Sick Leave or Differential Pay (While on Dr's Note), with benefits

CFRA/MPL (State) = after FMLA/PDLA, up to 12 weeks (60 work days) of sick leave or 50% pay, with benefits, right to return to position /site

LWOP = up to 1 year with Board approval of unpaid leave, no benefits, right to return to district; no guarantee of position/site

LEAVE DEFINITIONS

Maternity Leave: Actual length of paid leave based on physician's note; maternity leave ends when the employee is medically able to return to work. If medically able to return to work but wishes to remain on leave, employee uses CFRA/MPL, then must use LWOP. FMLA & PDLA run concurrently for 12 weeks or end physician's note (6 weeks after birth), using sick leave or Differential pay and benefits. Then CFRA/MPL runs 12 weeks using sick leave or 50% pay and benefits.

Differential Leave: Salary minus the cost of a substitute. (As per Ed Code, certificated employees are charged regardless of whether a substitute is hired.) Certificated employees charged at short terms, single subject substitute rate. Differential leave begins after accrued sick leave is exhausted and ends when the employee is medically able to return to work, up to 100 days, or begins CFRA/MPL leave.

50% Pay: 50% Pay begins after accrued sick leave is exhausted and ends when the employee returns to work or end CFRA/MPL.

FMLA/CFRA: To be eligible, employee must have worked for the District 12 previous months and a minimum of 1,250 hours.

Catastrophic Leave Matrix

Note: Catastrophic leave is granted for an incapacitating illness or injury that is expected to continue for an extended period of time per article 7.17

Leave Sequence for full time medical leave of absences:

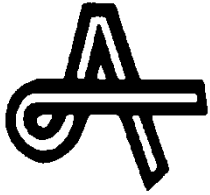
sick leave → differential leave* → FMLA* → LWOP

*Catastrophic leave may be used to supplement differential and/or FMLA leave so that a unit members does not lose his/her per diem rate of pay.

Catastrophic leave days may also be used by unit member on a part-time medical leave of absence so that a unit member receives his/her per diem rate of pay prior to taking the part-time medical leave.

Leave Components and Definitions:

Leave	Leave Components	Leave Definitions
Sick Leave	Sick leave as accrued by unit member	
Differential Leave	Up to 5 months	Salary minus the cost of a substitute. (As per Ed Code 44977, certificated employees are charged regardless of whether a substitute is hired.) Certificated employees charged at short-term, single-subject substitute rate (Miscellaneous Certificated Salary Schedule Group I). Differential leave begins after accrued sick leave is exhausted and ends when the employee is medically able to return to work.
FMLA	Up to 12 weeks (60 work days) of unpaid leave with benefits, right to return to position/site.	To be eligible, employee must have worked for the District 12 previous months and a minimum of 1,250 hours.
LWOP	Up to 1 year with Board approval of unpaid leave, no benefits, right to return to district; no guarantee of position/site	
Catastrophic Leave	Up to 90 work days.	<p>Catastrophic Leave days may be used to supplement differential leave so that one half day of catastrophic leave plus differential pay equals one paid day.</p> <p>Runs concurrent to FMLA after exhaustion of differential leave.</p> <p>If a unit member is not eligible for FMLA leave, then catastrophic leave continues after differential leave as determined by the catastrophic leave committee.</p> <p>Unit members on a part-time, long-term medical leave of absence as specified by the unit member's physician may use catastrophic leave in half-day increments to bring the unit member up to his/her level of pay before taking the part time medical leave of absence.</p>



Certificated Transfer Request

DEADLINE IS MARCH 1ST

Employee Name (Please Print)

I am requesting a transfer of site assignment.

My present assignment is: _____
(Site) (Subject)

I request a transfer to: _____
(Site) (Subject)

I would consider vacancies at other sites. Yes No

I would consider a vacancy that occurs during the summer. Yes No

If yes, summer contact:

Summer Address: _____

Summer Phone: () _____

Summer E-mail _____

Additional Information (optional):

(Teacher's Signature)

(Date)

Date Received _____

ACALANES EDUCATION ASSOCIATION
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING
RE: RETIREMENT INCENTIVE

This Memorandum of Understanding (MOU) is intended to provide eligible members and their spouse or domestic partner dental insurance and vision insurance. Eligible members are those Acalanes Education Association members who retire into STRS, and who have rendered the equivalent of 10 years of full-time service, including Board-approved leave and or reduced work year, in the District immediately prior to retirement.

The District shall pay the dental and vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective, or until the retiree becomes eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.

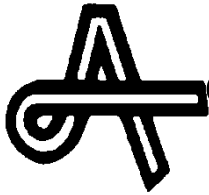
If at the time of a retiree's death, he or she was still entitled to benefits pursuant to this MOU, a surviving spouse or domestic partner is entitled to the benefits for the remainder of the retiree's coverage period under this MOU unless the surviving spouse or domestic partner is eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.

In order to be eligible for the retirement incentive described in paragraph two of this MOU, a retiring member must submit his or her written notification of resignation and retirement on or before 3 pm on the first day of February. If the first day of February falls on a weekend, it is due the next business day.

This MOU is valid through and sunsets on June 30, 2024 unless extended by mutual agreement of both parties.

Acalanes Union High School District

Acalanes Education Association



Calaveras Union High School District

Human Resources

1212 Pleasant Hill Road, Lafayette, CA 94549

925-280-3900 x 6623 ♦ Fax 925-280-4282

CONSIDERATION FOR SCHEDULE B POSITION

Name: _____

Date: _____

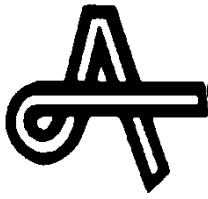
Site: _____

Schedule B Position(s) Requested: *(Assignments Listed on Next Page)*

Please return to the HR office on or before March 1st

8.10 Schedule B

By February 1st of each school year, the District will notify all members by email that Schedule B positions are annual “at-will” positions and provide all members the opportunity to be considered for one or more Schedule B positions for the upcoming school year. Requests for consideration forms will be attached to the February 1st email and must be returned to the HR office prior to March 1st. By June 1st, principals will notify those members that requested consideration of their decision. NOTE: Completing a request for consideration form is not a requirement to be selected for a Schedule B position. Principals may select any member for a Schedule B position. Principals may elect for a Schedule B position to be unfilled



Calanes Union High School District

Human Resources

1212 Pleasant Hill Road, Lafayette, CA 94549

925-280-3900 x 6622 ♦ Fax 925-280-4282

REQUEST FOR CONSIDERATION OF INCREASED FTE

Name: _____

Date: _____

Current Site: _____

Amount of FTE Requested: _____ Total FTE (including requested FTE) for upcoming year: _____

I will consider a split-site assignment: YES NO

I will consider a site other than my current site: YES NO

Please return to the HR office on or before March 1st

8.11 Requesting Increased FTE

By February 1st of each school year, the District will provide members the opportunity to request additional FTE, up to 1.0 FTE. A Request for Consideration Form will be attached to the February 1st email and must be returned to the HR office prior to March 1st. Members requesting consideration will be notified during the master schedule building process if there is an opportunity for increasing FTE. Increasing FTE for members, with or without submission of the Request for Consideration Form, is at the discretion of the District.

Curricular Areas and Courses (Maximum Student Contact Per Teacher – 1.0 FTE)

Career/Technical Education (140)

- Auto Technology/Advanced
- Design and Fabrication/Advanced
- Furniture Design
- Wood Technology/Advanced

Career/Technical Education (150)

- Architectural Design
- Computer Applications
- Computer Assisted Drafting
- Computer Technology/Advanced
- Electronics/Advanced
- Engineering Drawing/Advanced
- Foods/Advanced
- Health Careers

Drama (145)

- Drama 1,2/Advanced
- Stagecraft

English (145)

- English 1-4/Honors/Advanced Placement/Wise
- Journalism 1-4
- Media Studies/Creative Writing
- Oral Interpretation
- Public Speaking 1-4
- Public Speaking/Creative Writing
- Yearbook

English Language Development (120)

- English Language Development

Instrumental Music (200)

- Concert Band
- Jazz Band
- Orchestra
- Symphonic Band
- Wind Ensemble

Agreement Between AUHSD and AEA, Continued
Intervention Courses (125)

- Algebra A, B
- Literacy 1-3
- Math Applications
- Math Intervention
- SDAIE Courses

Mathematics (155)

- Algebra 1
- Algebra 2/Trigonometry/Honors
- AP Calculus AB/BC
- AP Statistics
- Geometry/Honors
- Computer Programming/AP
- Math Analysis
- Pre-Calculus

Physical Education/Health (225)

- PE 9/Health
- PE 10
- Weight Training
- Yoga, Pilates and Fitness Training

Science (150)

- Analytical Forensic Science
- Biology/AP
- Biotechnology
- Chemistry/AP
- Engineering and Applied Physics Honors
- Environmental Science/AP
- Geology
- Physics/Honors/AP
- Physiology
- Sports Medicine/Advanced

Agreement Between AUHSD and AEA, Continued
Social Science (155)

- AP European History
- AP Government & Politics Comparative
- AP Government and Politics US
- AP Human Geography
- AP Macroeconomics
- Contemporary Issues and Public Policy
- Economics
- Law and Society
- Psychology/AP
- US Government
- US History/AP
- World History/Geography

Visual Art (140)

- 3-D Art 1-4
- AP Art History
- AP Studio Art/2-D
- Art 1,2/Advanced/Honors
- Digital Design 1,2
- Digital Arts/Web Design
- Independent Art Portfolio
- Photo Digital Design/Advanced
- Video Production 1 -3

Vocal Music (275-300)

- Chamber Singers
- Choral Performance 1-4
- Chorale
- Concert Choir
- Mixed Chorus
- M/W Ensemble

Other Music

- AP Music Theory (150)

World Language (150)

- French 1-3/Honors/AP
- German 1-3/Honors/ AP
- Japanese 1-3, Honors/AP
- Latin 1-3, Honors/AP
- Mandarin 1-3/Honors/AP

Agreement Between AUHSD and AEA, Continued

- Spanish 1-3/Honors/AP

Other

*Class maximum collaboratively developed by course advisor (certificated teacher) and site administration

- Leadership
- Work Experience

ACALANES UNION HIGH SCHOOL DISTRICT
TEACHING ASSIGNMENT REQUEST FORM (Appendix R)
Teaching Assignment Year _____

Submit the completed form by _____ (Wednesday prior to Spring Break) to your Principal. Copy of the form will be given to the Department Chair.

NAME _____ DEPARTMENT _____

Course Requests – Please list in order of preference:

Prep Period Request – Please list in order of preference:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

- 1. _____
- 2. _____
- 3. _____

Please prioritize by ranking (1,2,3,4) the following:

___ Course Request ___ Prep Period Placement ___ Classroom Assignment ___ Prep Period Every Day

NOTE: Requests for period of an offering, prep period or classroom assignments cannot be guaranteed due to possible school-wide scheduling conflicts.

For Part Time Employees Only:

Please select your preferred schedule based on the available scheduling options attached.

Note that while requests can be made, assignments cannot be guaranteed. Priority will be given to ensuring an effective master schedule and scheduling of the full time employees.

- 80% Employees:** 80% AM 80% PM
- 60% Employees:** 60% AM 60% PM 60% 3 Day
- 40% Employees:** Preference: _____
- 20% Employees:** Preference: _____

Additional Information:

What worked well with your current schedule?

If you could, what would you change about your current schedule?

Is there another teacher with whom you would like a common prep period for collaboration?

Are there any other considerations you would like us to know about?

SCHEDULE B

All AEA members are encouraged to consider Schedule B positions. Schedule B positions are available to all AEA members on annual basis. Members will be provided the opportunity to be considered for one or more Schedule B positions for the upcoming school year. If interested, please submit provided Schedule B Application to the site principal.

Please see the back for available Schedule B

ACALANES UNION HIGH SCHOOL DISTRICT

Memorandum of Understanding

Between

The Acalanes Union High School District

And

Acalanes Education Association

Re: Independent Study Teachers

2022-2023 Memorandum of Understanding

THE INDEPENDENT STUDY TEACHERS

The following terms and conditions for employment apply to unit members assigned to Acalanes Center for Independent Study.

Independent study teachers included in the bargaining unit shall only be entitled to those rights under the collective bargaining agreement specified below:

Article 1	Agreement
2	Recognition
3	Salaries
4	Organization Security
6	School Year Calendar
7	Leaves
11	Evaluation
12	Employee Benefits
13	Grievance Procedure
14	Peer Assistance and Review (PAR)
15	Working Conditions and Safety
16	Districts Rights
17	Employee Discipline
18	Completion of Meet and Negotiate
19	Term
20	Severability

Specific articles for ACIS teachers that differ from the contract include:

Article 5: TEACHING HOURS

It is recognized that the independent study teacher job description is different from that of the comprehensive teacher.

Monday work day

- All ACIS teachers will report to work on Mondays
- Staff meetings shall be held for an hour on Mondays as scheduled.
- ACIS teachers shall have open office hours via a district approved online platform for at least one hour with students. In addition, teachers shall hold an in-person office hour as needed for student appointments. Their schedule will be developed collaboratively with other teachers and administration to ensure students have access to teachers as appropriate.
- A full time FTE shall have a minimum of 4 hours of prep time on Monday.

Tuesday-Friday work days

Agreement Between AUHSD and AEA, Continued

An ACIS teachers Tuesday through Friday work days shall start 30 minutes prior to their first scheduled period and end 15 minutes after their last scheduled period, including prep periods. Friday collaboration shall start at 7:30am.

An ACIS teachers work week shall include a minimum of the following

- 7 period days and/or block schedule days Tuesday through Friday
- Friday morning collaborations with colleagues both at ACIS and comprehensive sites. Core teachers are required to collaborate a minimum of two Fridays a month with colleagues at the comprehensive sites. Part time teachers may collaborate with colleagues at the comprehensive sites with administrative approval. Mileage shall be reimbursed as a stipend based on the IRS mileage rate.

Non-classroom ACIS staff work week

It is understood that students in the ACIS program have a higher need of counseling services compared to students enrolled at the comprehensive sites. As such, ACIS will have a minimum 0.2 FTE counselor assigned. Should ACIS enrollment increase beyond 70, counseling FTE may be increased. AEA and The District agree to meet and confer should additional counseling FTE be requested.

AEA and the District agree to meet and confer about the ACIS school day schedule on a yearly basis.

Part time ACIS teachers shall have one of the schedules linked [here](#).

Participation in co-curriculum activities: Unit members shall participate in the following activities:

- Back-to-School night (one per year in the fall) and Open House (one per year in the spring). The ending time for both Open House and Back to School Night will be no later than 8:30 pm. Unit members will be required to report no earlier than 6:00 pm for a maximum of two hours of assigned duty.
- Graduation
- Parent and student conferences scheduled at mutually agreed upon times.

Substitution: When requested by an administrator any classroom unit member, including part-time classroom unit members, will substitute for another classroom unit member during his/her preparation period. Additionally, a classroom unit member may be required to sub during an open period if there are no volunteers. All substitutions will be paid per Schedule B.

Unit members, who are required by their supervisor to travel between two sites during a school day, will receive a traveling teacher stipend on Schedule B paid on a monthly basis. The traveling teacher stipend includes all compensation associated with a split-site assignment , including mileage reimbursement.

New teacher orientation, held prior to the school year, will be compensated either at the District workshop rate or with professional growth units.

Article 8: CLASS SIZE

An ACIS core full time teacher is a teacher who teaches math, science, SS, or ELA. A core teacher will have between 4-5 in person preps and an adjusted contact max of up to 120 until in-person and asynchronous curriculum and assessments have been aligned. This number would increase to 125 after alignment.

Agreement Between AUHSD and AEA, Continued

For the 2022-23 School Year, FTE in non-core courses shall be allocated as follows:

- Part time non-core teachers shall be on campus the percentage of the work day/week corresponding with their FTE.
- With the exception of VAPA, part time non core teachers shall not have more than 2 in person preps in a single class period though all efforts will be made to only have split level classes when necessary because the number of students enrolled in a class is low.
- 0.8 and 1.0 FTE teachers shall have no more than 8 in person preps

Total student contacts shall be calculated as follows:

- A student in an in-person academic class shall count as 2 student contacts.
- A student in an in-person, non academic class (HSD, Future Ready, Leadership shall count as 1 student contact.
- Asynchronous students shall each count as one student contact.

FTE shall be based on either number of preps or number of student contacts, whichever is higher. Student contacts shall not exceed 120 for a 1.0FTE; prorated for part time teachers. Student contacts will increase to 125 after asynchronous courses have been aligned.

Classes that meet only twice a week (where students are only enrolled in one cohort) shall be allocated a 0.1 FTE unless there are more than 12 students in the class. Classes meeting twice a week (where students are only enrolled in one cohort) that exceed 12 students shall be subject to the overage process and may result in additional FTE for the class.

The District-approved online courses assigned shall mirror the teacher's year-long course schedule and preps. Exceptions may be made with joint AEA and AUHSD/Site approval.

The District and AEA agree to meet and review FTE allocation and update this article if needed.

General Education Overage process

Curricular Area Contact Overages

- The AEA President or designee will work with the District Office before the start of the school year to view projected contacts and identify, eliminate or mitigate overages whenever possible before schedule distribution and the start of the school year. AEA and the District may agree in advance on mitigations to address overages that have no potential solution.
- During the first 10 days of instruction, the AEA President or designee shall work with site principals to resolve any identified overages.
- By the 15th day of instruction, any unresolved overages shall be mitigated by mutual agreement between the AEA President (or designee with the Association's approval) and the District administration.
- For overages identified after the school year:
 - Within 10 days of identification of the overage, the AEA President or designee shall work with the site principal to resolve the identified overages.
 - If no resolution is reached, the AEA President or designee and District administration shall meet to mitigate by mutual agreement within 15 days of instruction.

Agreement Between AUHSD and AEA, Continued

- If AEA and the District cannot reach a resolution for an overage, the overage is subject to the grievance article, Step II.

Special Education Caseloads and Overage Process

Special Education staffing will be appropriate to maintain caseloads at or below the maximums stated below.

Special Education Teacher Caseload:

- Special Education caseloads consist of students with current Individual Education Plans
- Learning Skill Teacher (mild/moderate) caseloads shall not exceed 28
- Service Specific Teacher (Life Skills Classes, Learning Intervention Class, Transition Classes) caseloads shall not exceed 15.
- Excluding IEP mandates (such as 1 to 1 assistance), Instructional Aide time shall be allocated to appropriately support all students in the classroom. With consideration for unique student needs, additional Instructional Aide time may be allocated to Life Skills classes when caseloads exceed 12.

Caseload Overages

- When a caseload overage is identified, the principal and Special Education department chair shall meet and develop a plan to resolve the issue within 5 work days; this plan shall be implemented within 10 work days.
- If no resolution is reached at the site level, the Superintendent or designee shall meet with the AEA President or designee to develop and implement a resolution within 15 work days.
- If no resolution is reached, the overage is subject to the grievance article, starting at Step II.
- When the site learning skills total enrollment exceeds the total site caseload maximum by 5 or more students, the District will allocate the appropriate an additional FTE to ensure caseload maximums are not exceeded. In the event the additional FTE is temporary, the FTE may be removed with 30 days notice during the school year when said FTE is no longer necessary to maintain caseloads at or below contract maximums.

Master Scheduling Process Timeline

The timelines below shall apply to the development of the master schedule. If the date falls on a weekend or holiday, the timeline shall be extended to the next workday.

Deadline On or Before	Responsibilities
Two weeks prior to Spring Break	Principal will make "Teaching Assignment Request Form" available to all teachers
Wednesday prior to Spring Break	Teachers will return completed "Teaching Assignment Request Forms" to the principal.
First Day of Final Exam week	Master schedule is finalized and teachers are provided with individual teaching assignments

The Principal will finalize the master schedule and provide individual teaching assignments by the first day of Final Exams. The Principal has the final decision on the master schedule. Should a change in a teacher's schedule

and/or room assignments become necessary during the summer, a site administrator will attempt to contact the teacher at the most current contact phone number and personal email on file with the district/school.

Article 9: DEPARTMENT CHAIRPERSONS

This article is not applicable to ACIS teachers.

Article 10: TRANSFERS

Teachers from the comprehensive sites may apply for transfers to ACIS. For the 2021-2022 year, transfer applications will be made available as positions are posted; thereafter members may apply for a transfer to ACIS by March 1.

Transfer requests from Comprehensive Sites to ACIS

Unlike a transfer between comprehensive sites, transfers are not automatically granted if positions are available. An interview process will be set up and current AUHSD comprehensive teachers who have satisfactory evaluations in Standards I-VI in their previous two evaluation cycles may apply to transfer. Candidates for transfer will be given an interview with the Coordinator of Independent Study. Members will be notified if selected and have the option to decline or accept the offer.

Transfer requests from ACIS to Comprehensive Sites

A teacher who began their employment at ACIS who has satisfactory evaluations in Standards I-VI in his/her previous two evaluation cycles may also apply for a transfer to the comprehensive site by completing a transfer application by March 1. An interview process will be set up for the ACIS teacher to interview for the position at the school site. Members will be notified if selected and have the option to decline or accept the offer.

All transfer requests shall be kept confidential.

It is understood that this is an MOU for the 2022-23 school year only. This MOU will be reviewed and revised as needed during the 2022-23 year and then incorporated into the AEA/AUHSD contract for the 2023-24 school year onward.

THE ACALANES EDUCATION ASSOCIATION
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

RE: Physics Credential

The Acalanes Education Association (AEA) and the Acalanes Union High School District (District) agree to the CTE credentialing Incentive Program as follows:

1. To be eligible, teachers must meet the following criteria:
 - Must hold a clear Single Subject Credential in Science
 - Must have three years teaching experience with AUHSD
2. Eligible Teachers will receive:
 - Reimbursement for all required tests for the credential
 - Reimbursement for any fees paid to the CTC for the credential
 - Substitutes for any work required during the workday

Acalanes Education Association

Acalanes Union High School District

Date: _____

Date: _____

THE ACALANES EDUCATION ASSOCIATION
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

RE: Ending Fund Balance

The Acalanes Education Association (AEA) and the Acalanes Union High School District (District) agree to the following:

1. At the start of the 2023-2024 school year, should the ending fund balance (Combined restricted and unrestricted) in the unaudited actuals be greater than 16.71%, parties agree to meet and open salary negotiations. Any agreed salary compensation would be for 2023-2024 employees.

Acalanes Union High School District

Date

Acalanes Education Association

Date

Acalanes Education Association

Date

THE ACALANES EDUCATION ASSOCIATION
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

RE: Lead Teachers for 2023-2024

The Acalanes Education Association (AEA) and the Acalanes Union High School District (District) agree to the following:

1. For the 2023-2024 school year, the district will select one District lead teacher for Human Social Development and one District lead teacher for Ethnic Studies (2 positions).
 - Educational services will solicit from all current teachers a list of interested candidates and select one from each subject to help the District lead district meetings, train new teachers, and select new curricular materials.
 - Each lead teacher will receive a stipend of \$2,977 payable monthly.

Acalanes Union High School District

Date

Acalanes Education Association

Date

Acalanes Education Association

Date

THE ACALANES EDUCATION ASSOCIATION
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

RE: School Nurses

The Acalanes Education Association (AEA) and the Acalanes Union High School District (District) agree to the following:

1. For the 23-24 School Year, AUHSD school nurses will receive three additional days per diem. Days may be scheduled before the start of the school year or by mutual agreement with Human Resources.

Acalanes Union High School District

Date

Acalanes Education Association

Date

Acalanes Education Association