

2016-2018

CERTIFICATED CONTRACT



Escondido Union School District

and

Escondido Elementary Educators Association (EEEA)

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ARTICLE I
AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Escondido Union School District ("Board") and the Escondido Elementary Educators' Association/California Teachers' Association/National Education Association ("Association"), an employee organization.

- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

- C. This Agreement, effective upon ratification, shall continue in effect until 11:59 p.m. June 30, 2018.

- D. During the term of this Agreement, the parties will reopen negotiations as follows:
 - 2018-2019: Article XVI Employee Benefits
 - Article XVII Salaries
 - Two other articles chosen by each party

ARTICLE II
RECOGNITION

The Board recognizes the Escondido Elementary Educators' Association/California Teachers' Association/National Education Association as the exclusive representative for all certificated employees of the Board excluding the Superintendent, Assistant Superintendents, Principals, Special School Principals, Assistant Principals, Elementary/Middle School Assistants, Director – Pupil Services and Technology/Media Services, Program Specialists, Coordinators, Curriculum Specialists, Consultants, Daily and Long-Term Substitutes, Preschool Instructors, and including, but not limited to, Classroom Teachers, Special Day Class Teachers, Resource Specialists, Certificated Designated Instruction Service Providers, English as a Second Language (ESL) Teachers, Psychologists, Counselors, Nurses, Teachers on Leave, Part-time Teachers and Special Education Preschool Teachers, subject to rulings of the Public Employment Relations Board.

ARTICLE III
DEFINITIONS

For the purposes of this Agreement, the following definitions shall be used:

- A. "Employee" means a member of the bargaining unit who is represented by the exclusive negotiating representative as defined in Article II.
- B. "Instructional days" means school days during which students are required to be in attendance. Days and instructional days shall be synonymous.
- C. "Contractual days" means days the unit member is required to report to work pursuant to an annual contract of employment.
- D. "Calendar days" means consecutive days on the calendar.
- E. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including the duty to meet and negotiate as provided by Section 3543.7 of the Educational Employment Relations Act (E.E.R.A.).
- F. "Negotiable items" means matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security, and procedures for processing grievances.
- G. "Board" means the duly elected governing board of the Escondido Union School District.
- H. "Daily rate of pay" (per diem) means the daily rate of pay divided by the factor of eight (8).
- I. "Per diem hourly rate of pay" means the daily rate of pay divided by the factor of eight (8).
- J. "Immediate family" means the mother, father, stepmother, stepfather, foster parent, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, aunt, uncle, niece, nephew, relative where employee is the primary caretaker, domestic partner, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, or any relative living in the immediate household of the employee.
- K. "Superintendent" means the Chief Administrative Officer of the District or his/her designee. For purposes of the grievance procedure of this Agreement, the designee shall be identified at meetings between the parties.
- L. "Extended Contract" means days agreed to by the District and the employee for a period of service beyond the regular traditional contract year.
- M. "District" means the Escondido Union School District.

ARTICLE IV
EMPLOYEE RIGHTS

- A. The Board and the Association shall not discriminate against any employee on the basis of race, color, creed, age, gender, national origin, political affiliation, domicile, marital status or disability.

- B. The District and the Association recognizes the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

- C. Employees who may be required to use their own automobiles in the performance of duties, or who are assigned to more than one (1) work location per day, shall be reimbursed at a per-mile rate according to IRS guidelines.

ARTICLE V
ASSOCIATION RIGHTS

- A. The Association shall have the right to use school equipment, buildings, and facilities without charge subject to conditions governing Civic Center usage.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by members of the unit.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at times other than during hours of duty.
1. By September 1 of each year, the Association shall provide the District with the names of authorized representatives.
 2. Association representatives shall report to the principal or his/her designee upon initial entrance on site to provide identification.
 3. District and other site meetings, including in-service meetings, scheduled on Tuesdays shall be concluded no later than 3:00 p.m. so as not to interfere with Association meetings.
- D. The Association may use the District mail service and employee mailboxes for communication to its members.
- E. The District and the Association shall not discriminate against any employee on the basis of membership in an employee organization or participation in the activities of an employee organization.
- F. Names, address, and telephone numbers of employees, as provided to the District, and employment status, shall be provided without cost to the Association no later than October 15 and March 1 of each school year. Upon request, the Superintendent agrees to discuss with the Association President, the feasibility of publishing a District Directory, which would include school site and employee assignments.
- G. As soon as practical, and no later than October 30, the Superintendent shall provide the Association with a list of names of all employees who have been transferred. The list shall designate whether the transfer is employee or District initiated, the site the employee vacated, and the site to which the employee transferred.
- H. The District, upon request of the Association to the Superintendent, shall furnish the Association with public information that is relevant to the Association's role as the exclusive bargaining representative. The information requested shall be provided within five (5) working days of receipt of the request. Information shall include two (2) copies of county and state required reports, copies of budget reports and other public information. The District retains the right to charge for its costs of reproduction in excess of two (2) copies.
- I. Not later than November 1, the Board shall furnish the Association with the placement of employees on the salary schedule as of October 1.
- J. Association Leave
1. The Association President will have release time up to one hundred percent (100%) of his/her contract consistent with a two-year term of office. The cost of the release time borne by the Association shall be equivalent of a teacher on Step 1, Class 1 on the salary schedule to include health and welfare benefits costs for that salary/employee, but not statutory benefits.

The District shall pay the release time officer's salary and fringe benefits at rates in accordance with the existing collective bargaining agreement between the Association and the District. The Association President shall be eligible for salary advancement and reclassification during the release period. The Association shall reimburse the District for all salary and benefits associated with any release time. The District shall make all STRS contributions as if the President were serving in his/her regular assignment. The President shall also maintain his/her seniority and shall accrue sick leave in the same manner as all other bargaining unit members.

- a. The Association shall notify the district in writing by April 15 of each year of the Association's intent to utilize the release time as outlined in this section. Such notification shall consist of the President submitting a leave of absence request form to the Assistant Superintendent of Human Resources.
 - b. If the request is for a 100% leave, the President shall be released for a two-year term and upon completion of that year shall be placed in a comparable position, school, and grade level (depending upon vacancies) upon returning to his/her classroom assignment. The returning teacher shall have priority consideration as stated in Article XIII E.5 for positions open throughout the district for which he/she is qualified.
2. Annually the Association shall be credited with a total of fifteen (15) days of release time to be used by employees who are representatives of the Association, such use to be for local, state, or national meetings of the Association.
 3. Up to 30 additional days of release time may be purchased by the Association on an as-needed basis at the daily rate of substitute pay. The Association will strive to use not more than five (5) days by any one person.
 4. Association representatives shall be released from school duties upon two (2) days advance notification to the Superintendent or his/her designee by the Association President.
 5. Release time with substitute cost provided shall be granted for up to three (3) Association representatives to attend Public Employee Relations Board (PERB) hearings pertaining to EEEA/EUSD issues.
- K. The District shall meet and consult with the Association pursuant to the items specified in Government Code Section 3543.2.

ARTICLE VI
DISTRICT RIGHTS

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the Board retains any legal right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

- B. It is understood and agreed that specific provisions contained in this Agreement shall prevail over District practices and procedures for the term of the Agreement.

- C. The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency is defined as those emergency rights granted by Education or Government Codes.

ARTICLE VII
NEGOTIATION PROCEDURES

- A. The Association and the District shall present their initial proposals to the Board not later than the last regularly scheduled Board meeting in June of the year in which the Agreement expires. The initial bargaining session shall begin no later than September 30. The parties shall meet and negotiate in good faith on negotiation items. Any agreement reached between the parties shall be reduced to writing, signed and submitted to the respective constituents (Board of Education and Association) for ratification.

- B. The District shall provide reasonable release time with no loss of compensation for not more than five (5) representatives.

- C. It is agreed that negotiations regarding compensation for the 2014-2015 year will begin in the Spring of 2014. The District will meet and confer with the Association regarding planning and implementation of the Local Control Accountability Plan (LCAP) and Common Core State Standards (CCSS). Specific changes to the Association's working conditions that arise as a result of planning and implementation of LCAP, CCSS, and the LCFF will be presented in writing and negotiated with the District.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is a claim by one or more employees or by the Association that there has been a violation, misinterpretation or misapplication of a specific provision of the Agreement, and that by virtue of said violation, misapplication or misinterpretation that the employee or Association has been adversely affected.
2. A "grievant" is the person or persons, including the Association or representative thereof, making the claim.
3. "Contractual Days" means days on which an employee is required to report to work pursuant to an annual contract of employment (See Article III - Definitions).

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right to any employee having a grievance to represent himself/herself at any step of the informal or formal levels of this procedure, or to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to state its views on the proposed adjustment prior to implementation. The Association shall be granted five (5) contractual days to submit its written reaction to the proposed resolution and said opportunity shall automatically add five (5) contractual days to the supervisory response limitation at any level of this procedure.
3. The time limits specified at each level should be considered to be maximum, and every effort should be made to expedite the process. The time limits, however, may be modified by mutual agreement.
4. In the event a grievance is submitted fifteen (15) or fewer contractual days before a vacation, and a decision is not reached before said vacation, then the grievant shall state in writing whether the grievance procedure will be continued through vacation or delayed until after vacation.

C. Representation

1. A grievant shall be entitled to Association representation at all levels of the grievance procedure beyond the Informal Level.
2. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, upon notice to the Superintendent by the President of the Association, the representative shall be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.

D. Filing of a Grievance

1. A grievance shall be filed at Level One within twenty (20) contractual days of the occurrence of the act or omission giving rise to the grievance, or within twenty (20) contractual days of when the employee could reasonably have known of the act or omission.
2. The grievant must follow time limits or forfeit his/her right to proceed further with the grievance. Except in unusual circumstances, the District shall follow the time limits or grant the resolution sought by the grievant.
3. All documents, communications and records developed for the processing of a grievance shall be filed in a separate confidential grievance file and shall not be kept in the personnel file of any of the participants.
4. Upon receipt of a grievance from a grievant, or simultaneously with delivery to a grievant, the District shall send all grievance correspondence to the Association. Delivery shall be through U.S. Mail or District mail service.

5. Forms for filing grievances, serving notices, making appeals, making reports, making recommendations, and other necessary documents, shall be prepared jointly and attached as Appendix B. Copies shall be provided at each school and work location, and copies provided to the Association so as to facilitate operation of the grievance procedure.
6. No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.
7. Time limits for appeal provided in each level shall begin the day following receipt of written decisions by the parties in interest.

E. Grievance process

1. Informal Process:

The employee shall discuss the claim verbally with immediate supervisor or the administrator responsible for the action or inaction, which caused the claim. If the claim is not resolved within two (2) contractual days of the discussion with the administrator, the employee may put the claim in writing as a grievance, using the grievance form (Article VIII), and file the grievance at Level One.

2. Formal Process - Level One

- a. A written grievance shall be filed following the denial of the claim at the informal level but no later than twenty (20) contractual days after the event (see Filing of a Grievance, D.1).
- b. A copy shall be sent to the Association within one (1) contractual day by the grievant.
- c. Within fifteen (15) contractual days following receipt of the written Formal Level One grievance, the responsible administrator shall meet with, and provide a subsequent written response to, the grievant.
- d. If the grievant is not satisfied with the Level One decision or has not received a response within ten (10) contractual days of the grievance meeting, he/she may appeal the decision to the Superintendent or his/her designee. Such appeal shall be within ten (10) contractual days of the written response at Level One. If the grievance is with the Superintendent, the subsequent grievance action is filed at Level Three.
- e. The appeal should include a copy of the original grievance, the decision rendered, if any, and a statement of the reason(s) for appeal.

3. Formal Process - Level Two

- a. A grievance meeting shall be held with the Superintendent/designee within ten (10) contractual days of receipt of the Level Two grievance. A written response shall be provided to the grievant and Association within ten (10) contractual days of the Level Two grievance meeting.
- b. In the event that the grievant is not satisfied with the results at Level Two, he/she may within ten (10) contractual days after receipt of the decision at Level Two, submit to Human Resources a written request for mediation of the grievance.

4. Formal Process - Level Three

- a. By virtue of the request of the grievant, submitted pursuant to Section 3. (b) Human Resources shall within five (5) contractual days after receipt of the written request submit to the California State Mediation and Conciliation Service a request for the immediate service of a mediator. Level Three of the Grievance Procedure may be waived by either the grievant or the District. Any statements, factual assertions or offers of settlement made during the mediation process, other than those already documented in Levels One and Two, shall be confidential, shall not be considered a precedence in nature, and shall not be admissible in any future court or administrative proceedings, or an additional step in the grievance procedure.
- b. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process. The mediator shall also attempt to narrow the issues of the dispute between the parties. However, the mediator shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties.

- c. If a satisfactory resolution of the grievance is achieved, in whole or in part, by means of this mediation process, the parties to the grievance shall sign a written statement of resolution to that effect, and thus waive the right of any party to further appeal the grievance. In the event the grievance is not resolved, the grievant may request the Association submit the grievance to arbitration.

5. Formal Process - Level Four

- a. If the Association determines to proceed to arbitration, it shall notify the District in writing within sixty (60) contractual days at the conclusion of mediation. Within ten (10) contractual days of receipt of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to service. If the parties are unable to agree upon an arbitrator within the specified period, the Association/District shall file a request to the American Arbitration Association and/or the California State Conciliation and Mediation Service for a list of seven (7) experienced school arbitrators. The selection of the arbitrator shall be by the alternate striking of names by the parties.
- b. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- c. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the specific terms of this Agreement. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator.
- d. All costs for the services of the arbitrator will be borne equally by the District and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them. Costs involving a recorder and transcript shall be borne by the party requesting them. If ordered by the arbitrator, the costs shall be shared equally by the parties.

GRIEVANCE FORM

Grievant _____

Building _____

Assignment _____

Date Filed _____

Date of Informal Meeting _____

Distribution of Form:

- 1. Unit Member
- 2. Association
- 3. Immediate Supervisor, Level I
- 4. Superintendent/Designee, Level II
- 5. Mediator, Level III
- 6. Arbitrator, Level IV

=====

CHECK ONE: Level One Two Three Four

Date of cause or knowledge of grievance _____

Statement of Grievance:

Relief Sought:

Signature of Grievant

Received by District: _____
Date Received
By _____

Disposition by District:

Signature of District Representative Date

Date Disposition Signature of Grievant
Received by Grievant

(Note: If additional documents are needed, attach an additional sheet.) (Revised 5/84, 5/91)

ARTICLE IX
ORGANIZATIONAL MEMBERSHIP

- A. Any employee who is a member of the EEEA/CTA/NEA, or who applies for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments to the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the employee for ten (10) months.
- B. Any employee who is not a member as referred in Section A above, and who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments except as provided for in Section C and D of this Article. An agency fee payer may pay to the Association in one lump sum within thirty (30) days, or such unit member may authorize payroll deduction as provided in Education Code Section 45061 in the same manner as set forth in Section A of this Article.
- C. Any employee desiring to be exempt from joining the Association or paying the representative fee because of membership in a religious body whose traditional tenets or teachings prohibit joining or financially supporting employee organizations, shall file a claim of exemption with the Association within fifteen (15) days following the commencement of the member's working Assignment. Such claim shall include a signed Statement of Membership in the religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations. Such Statement of Membership shall be submitted annually by September 30th to the Association.
- D. Those persons who were granted philosophical objector status may continue as philosophical objectors throughout their career in the district, provided they annually submit, by September 30, to the Association a claim for exemption. However, an employee who was granted philosophical objector status will lose forever their right to claim this status under any one of the following circumstances:
- * The philosophical objector fails to submit to the Association, annually, by September 30th, a request for exemption.
 - * The philosophical objector terminates his/her employment voluntarily and is then re-employed by the District in a certificated bargaining unit position.

If a philosophical objectors employment is involuntarily terminated then re-employed, the following conditions apply:

1. If a permanent employee, who has been granted philosophical objector status, experiences layoff, he/she shall retain the right to submit a request for continued exemption within 30 days of reinstatement, if such reinstatement is within 36 months of the effective date of layoff.

The philosophical objector status was intended to be granted only to those eligible employees, who under the terms of the Agreement, could apply for such status during January of 1995. No other employees, other than those granted philosophical objector status during the open window period, will be granted status. All new employees or existing employees who were not eligible or who did not apply in a timely manner for philosophical objector status, can never be granted such status.

- E. Employees who qualify for exemption under Article IX, C and D above, shall pay, in lieu of a representative fee, the sum equal to such representative fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

Escondido Arts in Education Foundation, Inc.
Boys and Girls Club of Escondido
Casa De Amparo
ESCONDIDO EDUCATION FOUNDATION

Such employee must provide proof of payment to one of the above organizations in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the representative fee has been made. Such proof shall be presented to the Association on or before September 30 of each school year. Failure to provide such proof shall result in an automatic implementation of Section B of this Article.

- F. With respect to all sums deducted by the District pursuant to Sections A and B above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- G. Deductions for employees who are employed after the commencement of any school year shall be prorated.
- H. Any employee making payments as set forth in sections C and D above, and who requests that the arbitration provisions of this entire Negotiated Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said arbitration procedures.
- I. The Association agrees to furnish any information needed by the District to fulfill the provisions of Section C of this Article.
1. As a condition of this Article, the EEEA/CTA/NEA agrees to indemnify and hold harmless the District, the Board of Education, each individual Board member, and all administrators in the District, against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and direct costs, including all court or administrative agency costs that may be sustained out of, or by reason or action taken by the District for the purposes of complying with the provisions of this Article.
 2. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in I.1 above shall or shall not be compromised, resisted, defined, tried, or appealed.
 3. The Association shall have the sole responsibility to enforce the provisions of this Article.

ARTICLE X
WORK HOURS/WORK YEAR

A. Work hours

It is recognized that a professional educator devotes at least forty (40) hours per week on educationally related activities.

B. School Schedules

1. The schedule shall provide for seven (7) hours on campus, excluding lunch.
2. Each school principal, in cooperation with each school staff, will design a normal workday schedule for his/her school. The principal shall consult with the Superintendent.
3. The schedule shall provide that employees be present in sufficient time to prepare for the orderly beginning of the student day.
4. The schedule shall provide for a minimum thirty (30) minute uninterrupted lunch period.
5. The Board may require building-based employees to attend full faculty meetings during duty hours.
6. The schedule shall conclude no earlier than fifteen (15) minutes following the dismissal of the school's last class.
7. In addition to their instructional day with their assigned students, kindergarten teachers will complete the balance of their required instructional time, which will equal the same number of instructional minutes as teachers assigned to grades 1-5, in assisting with other kindergarten classes, the kindergarten program or other certificated duties as assigned by the site administration after consultation regarding such duties with the individual employee.
8. The elementary instructional days shall be: Three hundred two (302) minutes of instructional time for all students.
9. Elementary school employees shall have one-half (1/2) hour within each workday set aside exclusively for preparation and planning.
10. The middle school instructional day will not exceed an average of 278 minutes of instruction per day computed on a 180-day school calendar.
11. Each middle school principal, in cooperation with each middle school staff may design a normal workday schedule for his/her school. The Association and the District must approve such schedules. The middle school instructional day shall revert to the schedule as defined in 10 above at the end of each school year unless the Association and the District give approval for the extension of an additional year.
12. Middle school employees shall have five (5) unassigned periods per week set aside exclusively for preparation, planning, and parent conferences.
13. Exceptions to an employee's work schedule may be granted by the immediate supervisor or his/her designee for unusual circumstances on any given day.
14. Comparable work schedules will be established for all employees not assigned to a given school.
15. Special Education teachers (day class) whose special education students, due to the severity of the disability, require instruction during the students' lunch period as part of the instructional program, shall have their duty free lunch at an alternative time that is appropriate to the instruction and supervision of the students. This alternative schedule shall be developed by the teachers in consultation with any special education specialists as necessary and approved by the principal.
16. By mutual agreement, the District may adjust the workday, work week(s), or work year of certificated employees in order to best meet the needs of the students served by those employees.
17. The building administrator shall first ask for volunteers before assigning a middle school teacher to rove. A teacher who is assigned to rove between classes shall not be required to rove the following year. Employees who rove shall be released from before and after school supervision duties.

18. The District and the Association agree that school sites may adjust the daily instructional minutes during the school week. The total number of instructional minutes will not change. The District will determine the number of instructional minutes per day based on the agreed upon adjustment in the weekly schedule. Elementary and middle school sites will have an early release day on Thursday of each week. Each site's leadership team, with input from certificated staff, and administrator will jointly identify the focus for early release activities. In addition, at least one early release Thursday each month will be unassigned, with a goal of scheduling that Thursday prior to the six grade reporting periods.

- a. There is a mutual goal to make meetings as efficient as possible by using e-mails to streamline agendas, having meeting agendas on an on-line communication system (Example-Google docs), and providing agendas at least two days in advance of each meeting.

C. Other Professional Duties

1. Teaching-Related Duties

Employees may be required by their immediate supervisor to perform teaching-related duties which include, but are not limited to, faculty meetings, grade level meetings, staff-parent meetings, Back-to-School Nights, Open Houses, District or local school in-service meetings, educational field trips, guidance assistance to pupils, and parent-teacher conferences.

- a. It's understood that two after contract hour events at the elementary level, and one after hour contract hour event at the middle school level are required. Other after contract hour events would be considered voluntary or could be a part of the adjunct duty list.

2. Adjunct Duties

All site certificated staff and the administration will jointly identify adjunct duty needs, which may include duties performed by EEEA officers and representatives, time commitments, equitable distribution of duties, and required number of staff to complete the assignment at the site prior to June 1 of the current school year. The adjunct duty sign-ups will be available at a staff meeting of the new school year with the date and time of that meeting posted prior to the event. BTSA participants shall not be required to sign up for adjunct duties. An employee will not be required to serve a particular adjunct duty for two (2) consecutive years unless mutually agreed upon between the employee and the site administration. Certificated staff members who do not sign up for an adjunct duty will, with the site administrator, discuss and sign up for current or alternative adjunct duties.

3. Special Education teachers will have an additional hour per month within contract hours to collaborate with their Instructional Assistants. This hour of collaboration will be scheduled by the Special Education Teacher.

D. Work Year

1. Duty Days

- a. The number of duty days for returning employees shall be one hundred eighty-seven (187) days, and new employees shall have one hundred eighty-eight (188) duty days consisting of job description responsibilities related to the District's calendar.
- b. The right for an incumbent support employee to accept an extended contract does not alter or supersede the District's ability to implement the existing Transfer Article. An incumbent employee will not be transferred for the specific reason of refusing an extended contract at the employee's school site.
- c. The kindergarten teachers who voluntarily pre-screen their children during noncontract days will be allowed to change their work year and receive one of the following compensations as agreed upon with their principal:
 - 1) one compensation day for each day spent testing
 - 2) hourly pay

2. Calendar

- a. The traditional calendars shall contain a maximum of 180 instructional and 187 (188 for newly hired employees) contract days, and shall include a minimum day on the last day of school.

- b. The instructional minutes for the minimum day the last day of school, all calendars, shall be calculated by the District, and shared with the Association, and incorporated into the annual instructional minutes.

3. Parent Conference Days

Parent Conferences will be scheduled for the days designated on the calendar. On the designated days, employees will be on site for at least seven (7) hours during the first day and for at least four (4) hours on the second day. In addition, employees will be available on site, for parent conferences, for three (3) more hours; these hours are to be scheduled following the end of the work day on the day preceding the first conference day or either of the scheduled parent conference days. Employees shall coordinate parent conference meetings with the principal. The parent conference schedule must be approved by the principal prior to the parent conference days. A portion of the parent conference time blocks may be used for other job role responsibilities if not needed specifically for conferencing with parents.

4. Workshops and In-service Activities

Workshop days for returning employees are primarily for the purposes of planning, site organization, and professional development. In order to facilitate this purpose, the District agrees to the following:

- a. Within the four pre-school workshop days, the district agrees to reserve one and a half days strictly for classroom preparation. The full day of classroom preparation will be scheduled on the last duty day prior to the start of school. The district will utilize the remaining 2 ½ days to include professional development, site activities and or site planning.
- b. An additional professional development day will be scheduled on the first duty day following winter break. This day will consist of ½ day professional development and ½ day curriculum collaboration/planning time with a teacher determined agenda that has been approved by site administration.
- c. In the event that there are extenuating circumstances at the site that prevent an employee from classroom preparation on a designated workshop or classroom preparation day, the employee and the principal will agree upon an alternative day/time for that preparation to occur.

F. Promotion/Retention

Should issues of promotion/retention arise, the District and the Association agree to form a committee consisting of three (3) appointees from the District and three (3) appointees from the EEEA.

G. 4/5 Preparation Time

Employees assigned to a fourth, fifth, or 4/5 combination class setting, will be provided with three (3) substitute days each school year. The use for these substitute days will be determined at the site in cooperation with the employee and site administrator.

H. Elementary SAI Teacher Prep

Employees assigned to an elementary SAI class setting, will be provided with three (3) substitute days each school year. The use for these substitute days will be determined at the site in cooperation with the employee and site administrator.

ARTICLE XI

LEAVES

A. Paid Leaves

1. Every employee shall be entitled to ten (10) days of paid sick leave each regular contractual year. For each eighteen (18) days, or major fraction thereof, worked beyond a regular contractual year, an employee shall accrue an additional sick leave day. Sick leave days may be used by an employee during an extended work year.
 - a. Unused sick leave shall accrue from school year to school year without limit and be transferable to another district.
 - b. Employees hired into the District shall have accrued sick leave transferred into this District.
 - c. At the beginning of each school year, every employee shall be credited, in advance, for that school year all sick leave entitlement and any accrued sick leave.
 - d. On or before October 1 of each year, the District shall notify, in writing, all employees of the total number of days of accumulated sick leave including any day(s) they are entitled to for the current school year.
 - e. If an employee is hired after the beginning of the school year, or on a part-time probationary basis, sick leave days shall be prorated.
 - f. Employees requiring a substitute due to sick leave, personal necessity, District business, association leave, jury duty, personal business leave, or any other leave resulting in an absence from the classroom, shall utilize the substitute calling system or other established notification system selected by the District to request a district substitute teacher. An employee who has requested a substitute and no longer requires that substitute for his/her classroom must make a reasonable attempt to notify the assigned substitute of that cancellation. Failure to do so shall result in the deduction from the salary of the employee the amount paid to the substitute who reports for duty, only when the substitute cannot be utilized elsewhere in the district.
 - g. Employees who do not require a substitute and are out due to sick leave or personal necessity leave, shall notify the school office prior to or the day of that absence, unless an alternative notification system is established by the district.
2. Extended Illness Leave
 - a. During each school year, when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty on account of illness or accident for an additional period of five school months, the amount deducted from his/her salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The District shall make every reasonable effort to secure the services of a substitute employee.
 - b. For purposes of subdivision a:
 - (1) The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
 - (2) A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.
 - (3) The District Governing Board shall adopt a salary schedule for substitute employees.
 - (4) When a certificated employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided for herein, and the employee is not medically able to resume the duties of his or her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of

24 months if the employee is on probationary status, or for a period of 39 months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the certificated employee shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided for herein.

3. Personal Necessity Leave

- a. Up to seven (7) days of available sick leave annually may be used by an employee for personal necessity.
- b. These days may not be used for routine personal activities or to extend a vacation.
- c. Personal necessity days may be used only for the following reasons:
 - 1) Death or serious illness of a member of his/her immediate family; accident, involving his/her person or the property of a member of his/her immediate family; mother, father, stepmother, stepfather, foster parents, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, aunt, uncle, niece, nephew, or other relative where the employee is the primary caretaker, significant other, or any relative living in the immediate household of the employee. The employee is required to identify the family member's relationship on the Employee Absence Record.
 - 2) A situation that is serious in nature and cannot be disregarded and/or dealt with during the employee's non-work hours.
- d. Detailed reasons may be required by the unit member for the following:
 - 1) More than two (2) personal necessity days are used consecutively.
 - 2) The personal necessity day is taken on a non-student, teacher work day.
- e. The employee may be required to verify the use of personal necessity days (see 3d.) by completing the Personal Necessity Form in addition to the Employee Absence Record. If the District suspects error, abuse or fraudulent verification, the District may inquire, investigate or require reasonable proof as needed to make a final determination. The final determination by the District may be subject to the Grievance Article as determined by the Association.
- f. The Superintendent or his/her designee may grant the use of additional days of existing earned sick leave for personal necessity at his/her discretion. Such decision shall be supported by the Association and is not subject to the Grievance Article of this agreement.

4. Industrial Accident and Illness Leave

- a. An employee, upon the first day of service, shall be entitled to an industrial accident or industrial illness leave of absence of not more than sixty (60) working days in any one fiscal year for the same accident.
- b. Industrial accident or illness leave shall commence on the first day of absence, and shall be reduced by one (1) day for each day of authorized absence. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.
- c. An employee absent from duties as a result of an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, and added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the District, the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary, and shall deduct normal retirement and other authorized contributions.
- d. Upon termination of the industrial accident or illness leave, an employee shall be entitled to the sick leave benefits provided, and for the purpose of this section, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident leave. Provided the employee continues to receive temporary disability

indemnity, he/she is entitled to take only as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

- e. An employee receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California unless otherwise authorized by the Governing Board.
- f. Allowable industrial accident and illness leave shall not be accumulated from year to year.
- g. When a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office of the Appeals Board. While this dispute is pending, sick leave benefits as prescribed in this Agreement shall be provided by the District.
- h. An employee report of industrial injury or illness must be on file in the Business Office.

5. Bereavement Leave

Each employee is entitled to three (3) days of absence, or five (5) days if travel of over four hundred (400) miles round trip is required, for the death of any member of his/her immediate family. In such cases, no deduction is made from his/her salary, or from his/her sick leave. Bereavement Leave may be extended by the employee in accordance with the provisions of the Personal Necessity Leave.

6. Jury Duty

Employees shall receive as many days of paid leave as necessary for serving as jurors. Pay for Jury Duty, excluding mileage allowance and other court-provided expenses, shall be reimbursed to the District. Employees summoned to serve Jury Duty during work days may choose to defer Jury Duty until non-work days. These employees who receive court permission to defer Jury Duty to non-work days shall be paid the full daily substitute rate of pay for those days or portion of days served. These employees shall complete the District Extra Pay form, indicating "Jury Duty - Non-Work", attaching a copy of the original summons as well as the court timesheet documenting actual time served. The Extra Pay form shall be submitted to Certificated Personnel within thirty (30) days of the employee's return to work. Employees whose original summons was for Jury Duty during non-work time shall not be eligible for this provision.

7. Sabbatical Leave

- a. A sabbatical leave at half pay may be granted an employee for professional study or approved travel which will benefit the schools and pupils of the District. (Education Code 44968-44972)
- b. An employee who has served seven (7) consecutive years in the Escondido Union School District is eligible to apply for a sabbatical leave. The length of a sabbatical leave shall be not more than one school year nor less than one-half school year. Not more than two percent (2%) of the District's certificated staff may be granted a sabbatical leave during a given school year. The Superintendent has discretionary power in recommending sabbatical leaves to the Board of Education.
- c. A five (5) member subcommittee on sabbatical leaves shall be established each year to develop or refine guidelines for approving sabbatical leaves. The membership shall consist of a representative from the Administration and four (4) employees, two (2) to be selected by the Association. The guidelines to be set up or refined by the subcommittee shall include requirements to be met: approved locations, study and travel schedules, topics and content of written and/or oral reports and audience(s) to which reports are to be presented, deadlines for presentation after returning from leave, and transcripts or other data required. The subcommittee shall also interview applicants for sabbatical leave and recommend qualified applicants to the Superintendent.
- d. Applications for sabbatical leave for the next school year are to be addressed to the Board of Education in writing and filed with the Office of Personnel Services no later than February 1. Applicants will be interviewed by the subcommittee during the first two weeks of February.
- e. Each successful applicant shall sign a written agreement specifying locations, study or travel schedules, report(s) to be submitted upon return. This agreement becomes a part of the employee's contract.

- f. The rate of pay shall be one-half the regular salary for the employee for the period of leave and include prorated fringe benefits. Payments shall be made monthly in the same manner as if the employee were still in the District. The year of sabbatical leave shall count as a year of regular service for purposes of placement on the salary schedule and retirement credit.
- g. Paid leave shall be subject to the employee providing a bond, satisfactory to the District, indemnifying the District against loss, in the amount of salary and benefits, while on leave in the event he/she: 1) fails to render two (2) years' service within a five (5) year period after returning from sabbatical leave, or 2) fails to fulfill the terms of the written agreement.
- h. Leaves of absence for professional study or travel without pay shall not be considered sabbatical leaves.
- i. Sabbatical leave requests shall be evaluated by the Professional Advancement Committee.

8. Catastrophic Leave Bank

- a. The purpose of the Catastrophic Illness/Sick Leave Bank is to create a bank of sick leave days from which participants may apply for additional sick leave days when suffering from catastrophic illness or event and have exhausted all other paid leave.
- b. "Catastrophic illness" is defined to mean an illness or injury that is expected to incapacitate an employee for an extended period of time, and the incapacity requires the employee to take time off from work for an extended period of time. An employee suffering from a catastrophic illness or injury shall provide verification by means of letter, dated and signed by the ill or injured person's licensed physician of the State of California, indicating the incapacitating nature and probable duration of illness or injury.
- c. Employees may donate to the Sick Leave Bank using the form found in Appendix F under the following conditions:
 - 1) Employee may donate one day during each contribution period.
 - 2) Employees must have at least twenty (20) days of accrued sick leave to make a donation.
 - 3) The donation will be irrevocable.
 - 4) A donation to the bank will be a general donation and shall not be donated to a specific employee for his/her exclusive use.
 - 5) Contributions shall be made between September 1 and December 1 of each school year. Employees returning from an extended leave, which included the enrollment period, will be permitted to contribute within 30 calendar days of beginning work.
 - 6) Additional days of contribution shall be solicited from within the bargaining unit if the number of days in the Catastrophic Leave Bank fall below 250 or fifty percent of the initial contribution totals, whichever is greater.
- d. Only employees who have donated to the bank may apply to withdraw days from the bank. The Sick Leave Bank Review Committee may waive this provision for employees who are suffering from a catastrophic illness at the time this Agreement is adopted and, because of that, do not qualify to make a donation.
- e. Only employees (or their agents) may apply to use the bank by submitting their request to the Sick Leave Bank Review Committee using the appropriate District form (Appendix G). Included with the form will be verification of the catastrophic illness prepared, in writing, by a licensed physician of the State of California.
- f. The Sick Leave Bank Review Committee will consist of two (2) employees appointed by the Association and one (1) management representative appointed by the District. The committee will review all applications. Approval of any request will require a majority vote of the committee. The decision of the committee shall be final and binding. Within ten (10) duty days of receipt of employee application, the committee will notify, in writing, the applicant of its decision. All applications submitted to the committee shall remain confidential.
- g. Restrictions/Exclusions/Miscellaneous Provisions:

- 1) An employee may request a maximum of twenty (20) days per application. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
- 2) Days granted but not used will be returned to the bank. One (1) day used will be equal to one (1) day at the employee's per diem rate of pay.
- 3) Leave granted under this agreement will be coordinated with the extended illness leave provision to create a full day of wages. The sick leave bank will be debited one-half (1/2) day for each day used.
- 4) Leave from the bank may not be used for illness or disability that qualified the employee for worker compensation benefits.
- 5) When the Sick Leave Bank Review Committee reasonably presumes the applicant may be eligible for a disability award or retirement under STRS, the committee may request the employee apply for disability or retirement benefits. Failure of the employee to submit a complete application within twenty (20) days of the request shall disqualify the employee from further catastrophic leave bank payments.
- 6) By July 1 of each year the balance in the bank will be reconciled to ensure the number of days in the bank is equal to the number of current active donations. The Association will be notified of the balance.
- 7) The program will be reviewed annually and the parties may mutually agree to make appropriate modifications to this program in writing.

9. Pregnancy/Convalescence Disability Leave

- a. An employee absent due to a disability as a result of pregnancy, including convalescence, is entitled to use current and/or accumulated sick leave. If the employee exhausts all accumulated sick leave, extended illness leave may be utilized pursuant to Section 2 above.
- b. Sick leave and extended illness leave usage will commence upon certification by a physician that the employee is disabled and will end when the physician certifies that the disability no longer exists.

10. Paternity Leave/Adoption Leave

Upon the birth of a child or the placement of a minor child to be adopted, an employee, who is not on any other paid leave, shall be granted one (1) day of leave with no loss of pay or deduction from any other paid leave provision. Paternity leave/adoption leave may be extended by the employee with the provisions of the personal necessity leave.

11. Military Leave

- a. Pursuant to Section 395 of the Military and Veteran's Code, any employee who is a member of the reserve corps of the armed forces of the United States is entitled to temporary leave of absence not exceeding one-hundred-eighty (180) days while on military duty.
- b. Pursuant to Section 395.01 of the Military and Veteran's Code, an employee who is on temporary leave of absence is entitled to receive salary as an employee of the school district for the first thirty (30) calendar days of any such absence.
- c. Pursuant to Section 395.4 of the Military and Veteran's Code, whenever the United States is engaged in war, or whenever the Governor finds and proclaims that an emergency exists in preparing for the National defense, an employee who enters the armed forces of the United States shall be entitled to a leave of absence for service with such armed forces for the duration of the war or until the Governor finds and proclaims the emergency no longer exists.

12. Job Sharing

- a. Job sharing refers to one (1) self-contained assignment at any grade level K-5 or K-6 at K-8 school being shared by two (2) employees who have jointly agreed to work together.

- b. Employees may annually elect to apply to participate in a job-sharing plan subject to the recommendation of the immediate supervisor at the proposed job share site and the approval of the Superintendent and the Board of Education.
- c. A job sharing program previously approved for the full school year may be terminated by the District at the trimester. If identifiable problems have occurred, the immediate supervisor shall meet with the employees involved to discuss the problem(s) related to the job-sharing prior to cancellation. A permanent employee in a job-sharing plan that is terminated shall be offered an appropriate full-time position.
- d. At the end of the job sharing year, the participating employees shall revert to their pre-job share status unless they request and are approved to participate in another job share the following year.
- e. Employees occupying a shared job shall be required to provide the complete range of adjunct duties required of employees and the normal conference period availability provided by employees. In addition, attendance at meetings and inservices shall be mutually agreed upon by the site administrator and job share participants.
- f. Employees occupying a shared job shall receive prorated salary, prorated fringe benefits, and prorated salary schedule step increment credit provided he/she renders service for seventy-five percent (75%) of the time required in his/her approved job-sharing plan.
- g. Employees requesting permission to participate in a job-sharing plan shall submit an appropriate application letter to the District by March 1 of the school year prior to the school year in which the job sharing would commence. The application shall include a detailed plan of how the proposed job-sharing will function as well as its design to avoid impairment of educational opportunities/experiences for students in the job-shared classes.
- h. The application for a job-share shall also serve as a request for an unpaid leave of absence for the portion of the job not worked.
- i. The final determination to approve or reject a job-sharing application shall be made no later than the second Board meeting in April. Approval, denial or termination decisions shall be made for factual reasons, and such reasons will be provided in writing upon request by the applicant.

B. Unpaid Leaves

1. Parental Leave (Non-Disability/Child Rearing)

Upon request, employees shall be granted an unpaid leave for purposes of child rearing within the following guidelines:

- a. If in conjunction with a pregnancy/convalescent (disability) leave, the beginning of the unpaid leave will coincide with the end of the paid disability leave.
- b. Other minor child-rearing leaves shall normally coincide with a break in the school year with proper notice to the District.
- c. The ending date of the leave shall coincide with a normal break in the school year.
- d. The employee may elect the length of the leave; however, such leave shall not exceed one (1) calendar year.

2. Health Leave

The Board shall grant an employee, upon request, an unpaid leave for health reasons. Such leave shall be for the remainder of one (1) semester or a maximum of one (1) school year. The employee and the District shall mutually agree on an ending date of the leave.

- a. A statement by the employee's physician to the effect that he/she is entitled to such leave shall be furnished at the Board's request.
- b. The employee shall notify the Board of his/her intended return date at least two (2) weeks in advance.

3. Family Medical Leave

Requests for leave under Family Care and Medical Leave shall be granted based on current State and Federal regulations for that provision.

4. Legislative Leave

An employee who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office. The employee on such leave shall notify the Board of his/her intended return at least four (4) weeks in advance.

5. Adoption Leave

An employee who is adopting a child shall be entitled to provisions outlined in maternity leave (non-disability).

6. Personal/Professional Leave

An employee may request a leave without pay for personal/professional reasons. Such leaves may be granted up to a maximum period of one (1) year.

a. Such request shall be made at least three (3) weeks prior to the anticipated beginning date of the leave.

b. The employee shall provide information required by the Board to determine the need for such leave.

7. Exchange Teacher's Leave

Exchange of employees with Boards of other Districts may be approved. Only employees with tenure status shall be candidates for exchange positions. All exchange employees shall meet certification, health, and other requirement specifications by the state and local regulations operative in the Districts and positions of their respective assignments. Permanent employees in exchange service shall be paid by his/her own employer. Salary increments shall accrue as if the employee were teaching within his/her own district. Sick leave shall accrue if the exchange assignment is outside the State of California. All applications for exchange positions shall be filed in writing with the principal and shall be forwarded to the Superintendent's office by February 1 of the year preceding the proposed assignment. Approved requests shall be forwarded by the Superintendent to the Board for action. Denied requests shall be returned by the Superintendent to the applicant through the principal's office as soon as Board action is taken. Final approval of any exchange is subject to a favorable action by both governing Boards of the school Districts concerned.

8. Out-of-District Teaching Leave

An employee may request an unpaid Out-of-District Teaching Leave to accept a one-way teaching assignment in the United States or abroad. Such leave shall not exceed two (2) years.

9. Leave for Personal Business

An employee may request an unpaid leave of absence for personal business reasons. The employee shall notify the District of such request at least forty-eight (48) hours prior to the date of the requested leave. The granting of the request for the leave is discretionary with the District Superintendent/designee.

C. General Provisions

1. Leave benefits provided employees by the Education Code are incorporated into this Article.

2. Miscellaneous

a. An employee on a paid or unpaid leave of absence shall be entitled, upon return, to the same rights for a position or grade assignment as he/she would have had if he/she had not been on leave.

b. An employee on paid leave shall receive credit for annual salary increments provided during his/her leave.

c. An employee on paid leave shall receive during his/her leave all other employee fringe benefits, to the extent not expressly prohibited by law.

d. An employee on unpaid leave shall have the opportunity to pay premiums and continue all benefits.

e. Upon request, the Board may extend an employee's unpaid leave for a maximum of one (1) additional calendar year, and the employee shall be entitled to all other benefits provided for unpaid leave.

f. Any employee who seeks an extension of unpaid leave shall make application no later than four (4) weeks preceding the expiration of the original leave.

g. The employee shall complete the District absence form.

h. In the case where the District suspects abuse of Illness Leave, Health Leave or Industrial Accident Leave, the District may require a physician's verification.

- i. Any district-required physical examination to provide required verification of fitness for duty shall be paid for by the District, if District-provided health and welfare benefits do not cover costs.
- j. An employee who is returning from an extended illness, or if the District believes the employee may not be able to perform his/her normal duties, the District may require a physician's verification statement.
- k. An employee on an unpaid leave of absence may be permitted to return to work prior to the scheduled expiration of that leave, subject to a vacancy being available for which the employee is qualified to teach.

Employee Absence Record

Name (Print) _____ Employee Number _____ Month _____ 20____

Job Classification _____ Assigned hours/day _____ Location _____ NOT ABSENT

Schedule: Traditional Other _____ Mark off weekends

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|--------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| HOURS | | | | | | | | | | | | | | | | |
| CODE | | | | | | | | | | | | | | | | |
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | |
| HOURS | | | | | | | | | | | | | | | | |
| CODE | | | | | | | | | | | | | | | | |

- Code**
- A** - ASSOCIATION LEAVE (Two days advance notification to Superintendent by Association President, to be verified by Personnel)
 - DB** - DISTRICT BUSINESS
 - JD** - JURY DUTY (Submit Court Attendance Certification)
 - PBL** - PERSONAL BUSINESS LEAVE (Approved non-paid leave)
 - B** - BEREAVEMENT (Limited to three or five days):
 - 1) Identify relationship _____
 - 2) Destination _____ 3) Miles to travel one way _____
 - H** - HOLIDAY
 - M** - MILITARY (Submit copy of military orders)
 - N** - NEGOTIATIONS
 - IA** - INDUSTRIAL ACCIDENT OR ILLNESS LEAVE (Employee must have filed Workers' Comp Claim.)
 - PN** - PERSONAL NECESSITY* (Limited to 7 days from sick leave days. Personal necessity days may not be used for routine personal activities or to extend a vacation.)
 - PN1** Leave in addition to bereavement for the death of a member of the immediate family.
 - Date/s _____ Identify relationship _____
 - Serious illness or surgery involving a member of the immediate family.
 - Date/s _____ Identify relationship _____
 - Accident involving employee's person or property or the person or property of a member of employee's immediate family.
 - Date/s _____ Identify relationship _____
 - PN2** Situations serious in nature and cannot be disregarded and/or dealt with during the unit member's non-work hours.
 - Date/s _____

* Personal necessity form S.Pers.150 may be required to complete in addition to the monthly attendance form if more than two (2) days are used consecutively or the personal necessity day is used on a non-student teacher work day.

My signature attests that I was in attendance every day of my assigned work schedule except for the absences specifically noted above.

Employee's Signature _____ Date _____ Site/Dept. Manager's Signature _____ Date _____

| | |
|---|--|
| District Office Use ONLY | |
| Personnel Review: Complies with Contract <input type="checkbox"/> | Does NOT comply with Contract <input type="checkbox"/> |
| Signature _____ | Date _____ |

CERTIFICATED BARGAINING UNIT

Personal Necessity Form

If personal necessity days are taken on non-student, teacher workdays or more than two (2) days are used consecutively, verification is required by completing the form below. Personal necessity days may not be used for routine personal activities or to extend a vacation.

Name (Please Print)

Site

Please provide verification for personal necessity days used on _____

PN1 Leave in addition to bereavement for the death of a member of the immediate family. Identify family member and provide explanation. _____

Serious illness or surgery involving a member of the immediate family. Identify family member and provide explanation. _____

Accident involving employee's person or property or the person or property of a member of employee's immediate family. Identify family member and provide explanation. _____

PN2 A situation that is serious in nature and cannot be disregarded and/or dealt with during the unit member's non-work hours.

Provide explanation _____

My signature indicates that the personal necessity day(s) listed above are in compliance with contract language specified for use of Personal Necessity Leave.

Employee's Signature

Date

Site Administrator's Signature

Date

Catastrophic Illness/Sick Leave Request Form

The purpose of the Catastrophic Illness/Sick Leave Bank is to create a bank of sick leave days from which participants may apply for additional sick leave when suffering from catastrophic illness or accident and have exhausted all other paid leave.

“Catastrophic illness” is defined to mean an illness or injury that is expected to incapacitate an employee for an extended period of time, and the incapacity requires the employees to take time off from work for an extended period of time. An employee suffering from a catastrophic illness or injury shall provide verification by means of a letter, dated and signed by the ill or injured person’s licensed physician of the State of California, indicating the incapacitating nature and probable duration of illness or injury.

Only employees (or their agents) may apply to use the bank by submitting their request to the Sick Leave Bank Review Committee using the appropriate District form. Included with the form will be verification of the catastrophic illness prepared, in writing, by a licensed physician of the State of California.

The Sick Leave Bank Review Committee will consist of two (2) employees appointed by the Association and one (1) management representative appointed by the District. The committee will review all applications. Approval of any request will require a majority vote of the committee. The decision of the committee shall be final and binding. Within ten (10) duty days of receipt of employee application, the committee will notify, in writing, the applicant of its decision. All applications submitted to the committee shall remain confidential.

An employee may request a maximum of twenty (20) days per application. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic event.

Days granted but not used will be returned to the bank. One (1) day used will be equal to one (1) day at the employee’s per diem rate of pay.

Leave granted under this agreement will be coordinated with the extended illness leave provision to create a full day of wages. The sick leave bank will be debited one-half (1/2) day for each day used.

Leave from the bank may not be used for illness or disability that qualified the employee for workers’ compensation benefits.

When the Sick Leave Bank Review Committee reasonably presumes the applicant may be eligible for a disability award or retirement under STRS, the committee may request the employee apply for disability or retirement benefits. Failure of the employee to submit a complete application within twenty (20) days of the request shall disqualify the employee from further catastrophic leave bank payments.

Employee Name (print) _____ Site _____

Social Security # _____ School Year _____

Please complete the following:

Attached is a verification letter, dated and signed by the ill or injured person’s licensed physician of the State of California, indicating the incapacitating nature and probable duration of illness or injury.

I am requesting _____ days (maximum of twenty [20]) to be donated for this application period.

a. _____ This is my first application for this catastrophic illness.

b. _____ This is my second application requesting additional days for my catastrophic illness.

I am receiving Workers’ Compensation benefits for this illness.

Signature of Employee or Employee’s Agent

Date

Office Use Only

Sick Leave Balance _____ days Is the employee in difference pay? Yes No

Is the employee receiving workers’ compensation benefits? Yes No

Sick Leave Bank Review Committee Use

Committee Members: For the Association _____

For the District _____

Approved for _____ donated days from the Catastrophic Sick Leave Bank. This is the employee’s First allocation

Second allocation

Denied due to _____

For the Association

For the District

Date

ESCONDIDO UNION SCHOOL DISTRICT
Catastrophic Leave Bank Donation Form

The purpose of the Catastrophic Illness/Sick Leave Bank is to create a bank of sick leave days from which participants may apply for additional sick leave when suffering from a catastrophic illness or accident and have exhausted all other paid leave. Your donation is voluntary. Please read below for details on this program.

- Employees may donate one (1) day during each contribution period.
- Employees must have at least twenty (20) days of accrued sick leave to make a donation.
- A donation to the Bank will be a general donation and shall not be donated to a specific employee for his/her exclusive use.
- Only employees who have donated to the Bank may apply to withdraw days from the Bank.
- Contributions shall be made between September 1 and December 1 of each school year. Employees returning from an extended leave, which included the enrollment period, will be permitted to contribute within 30 calendar days of beginning work.
- Additional days of contribution shall be solicited from within the bargaining unit if the number of days in the Catastrophic Leave Bank fall below 250 or fifty percent of the initial contribution totals, whichever is greater.

Employee Name (print)

Site

Employee ID Number

School year

I wish to donate one (1) day of sick leave to the Catastrophic Sick Leave Bank. I have read the above and understand the conditions that apply to this donation.

Signature

Date

For Human Resources and Payroll Use Only

| | |
|--|---------------------------------------|
| Number of Accrued S/L Days: _____ | Verified by: _____ |
| Eligible to donate? Yes <input type="checkbox"/> No <input type="checkbox"/> | Date entered in Bank: _____ by: _____ |

ARTICLE XII

CLASS SIZE

- A. The District recognizes the additional responsibility that is placed on employees when children who have special needs are placed in their class. The District will strive to reduce class size and/or provide assistance in those classes where students are placed who have been formally identified through the IEP process as eligible special education students with a mainstreaming component.

- B. Any K-5 (and 6th grade self-contained at K-8 schools) that exceeds thirty-two (32) students shall receive District-provided assistance within two (2) days of the impact such as: trained aides, clerical assistance, a temporary class, or other appropriate relief. The site administrator shall solicit input from the teacher impacted by the overage as to the desired District-provided assistance.

- C. With the exception of those classes that traditionally had large enrollments, including but not limited to Music, class size for grades 6-8 at middle schools and 7-8 at K-8 schools, if departmentalized, shall not exceed 32 students, except for PE as provided by Section D of this article, without the teacher's agreement indicated by completion of the District form. Short-term placement (not to exceed one week) may be made for the purpose of enrolling the students while seeking alternatives.

- D. PE class size average for any middle school and departmentalized 7-8 at a K-8 school, shall not exceed, by more than 10%, the District-wide PE class size average as of October 1, 1995 (established as 38), or a maximum of 45 students in any instructional period. When more than 10% of students in a PE class of 40 or more are from special education day classes, the special education and PE teachers shall plan for, and the site administrator shall implement, a sharing of existing resources, (including such resources as instructional assistant time, materials, day class teacher participation), to provide agreed upon support for those students in the PE class. The District agrees to examine available resources under circumstances where special day class students impact PE classes with fewer than 40 students based on feedback from affected unit members or administrator.

- E. If any Resource Specialist caseload exceeds 28, the District will examine existing resources to determine appropriate relief. District office administration shall solicit input from the employee impacted by the overage as to the desired District-provided assistance.

- F. If the District-wide average caseload for Speech and Language Therapists exceeds 55, the District will examine existing resources to determine appropriate relief. District office administration shall solicit input from the employee impacted by the overage as to the desired District-provided assistance. Any individual Speech and Language therapist with a caseload exceeding 55 may request District direction in order to manage the existing caseload.

ARTICLE XIII
TRANSFERS

A. Purpose/Definition

1. A transfer shall be defined as the movement of an employee to a different site and may be employee or district initiated.
2. A reassignment is the assignment of an employee from one certificated bargaining unit position to another at the same site.
3. A vacancy is a position that becomes available due to a long-term leave of absence, resignation, or is a newly created position.
4. For the purposes of this section, "posting" will mean that the job title and job details will be posted at each school site in a conspicuous location as well as the District website for the period of time as referred in C.1 Posting of Vacancies.

B. Reassignment

1. When a vacancy occurs at a school site, first consideration shall be given to on-site employees.
2. If a vacancy occurs after the beginning of the school year and an internal transfer is not facilitated at that time, the vacancy will be filled with an employee temporarily assigned to the position. Vacancies will be posted on site prior to the beginning of the subsequent school year pursuant to Section B.1.
3. Employees who are not reassigned to the requested position will, upon request, be given written notice stating the reason(s) for non-selection within five (5) days of the request for written notice.

C. Posting of Vacancies

1. Timelines
 - a. Vacancies occurring: 1) during the traditional summer break, 2) in the spring prior to the subsequent school year, or 3) due to special assignment position during the school year, shall be posted at each school site (as defined in A.4) for five (5) contractual days.
 - b. Vacancies that occur three (3) calendar weeks prior to the start of the instructional school year shall be posted for three (3) contractual days.
2. No assignment to fill the vacancy shall be made prior to the closing date of the posting period.

D. Employee-Initiated Transfer

1. To be considered for a transfer to a posted vacancy, the employee shall complete the transfer request form and submit it to the District during the posting period.
2. In the determination of a request(s) for an employee-initiated transfer, the wishes of the individual employee shall be honored by considering the following criteria:
 - a. the needs of the students to be served
 - b. the needs and efficient operation of the district
 - c. preference and professional needs of the unit member
 - d. seniority in the district
3. When two (2) or more permanent certificated employees put in a transfer request they will be contacted and offered an opportunity for an interview for any site openings for which they are qualified, prior to the consideration of external candidates.
4. No such transfer request shall be denied arbitrarily, capriciously or without basis in fact.
5. An employee who is denied a transfer pursuant to Section C and D may request, and will be granted, a meeting with the administrator to discuss the issue. In addition, employees who are not reassigned to the requested position will, upon request, be given written notice stating the reason(s) for non-selection within five (5) days of the request for written notice.
6. A request for transfer is without prejudice to the employee and shall not jeopardize the present assignment.

7. If a permanent employee has consistently applied for a transfer for at least two years and has not been successful, the Assistant Superintendent, Human Resources, may be contacted by the employee to discuss the transfer result.
8. Transfer list(s) sent to supervisors of certificated personnel will also be sent to the EEEA President.

E. District-Initiated Transfer

1. Notice of District-initiated transfers for the coming school year shall be given in writing to the employees as soon as practical and normally no later than fifteen (15) contractual days before the end of the school year.
2. Notice of intent to invoke a District-initiated transfer during the school year shall be given in writing to the employee as soon as possible.
3. A District-initiated transfer shall be based on the following criteria:
 - a. the needs of students to be served with an explanation
 - b. the needs and efficient operation of the district
 - c. the preference of the employee
 - d. change in enrollment
4. No employee shall be involuntarily transferred for the reasons specified in 3.a through d. above, if there is a voluntary transfer applicant who is qualified and competent to fill the position and whose transfer would negate the need for an involuntary transfer of another employee.
5. An employee being involuntarily transferred pursuant to Section 3.a and d, shall be given first consideration with regard to choice among vacant positions for which he/she is qualified, over those seeking a voluntary transfer.
6. A District-initiated transfer shall be made only after a meeting between the employee and the appropriate District Office or site administrator. At such time the employee, upon written request, shall be given written reason(s). A good faith effort to find alternate solutions to the problems will be made by the administration if the employee objects to the transfer on the basis of the reasons provided at this meeting.
7. If an employee is involuntarily transferred, such transfer shall not occur prior to two (2) contractual days following the meeting with the District Office or site administrator when the transfer is between three (3) calendar weeks before the start of the instructional school year and during the first four (4) instructional weeks. An involuntarily transfer which occurs outside of the above period shall not occur prior to five (5) contractual days after the meeting with the District Office or site administrator, unless there is agreement to implement in a shorter time frame.
8. Upon request, the District will provide assistance with lifting and moving materials from the present work location to the new location. In addition, a substitute will be provided for one day for the move at the transfer employee's discretion in collaboration with the site administrator. If additional release time or assistance is needed, then the employee may contact the site administrator and/or Human Resources to consider individual circumstances.
9. For any District-initiated transfers based on a change in enrollment in which there is no voluntary transfer applicant as defined in E.4 and the employee to be transferred is not the least senior at the site, then the reason for the selection shall not be arbitrary or capricious.

F. Mid-Year Transfer

1. If vacancies occur after the beginning of the school year, these vacancies will not be posted for that school year and shall be filled with an employee temporarily assigned to that position. Such vacancies will be posted for the subsequent school year after site reassignment procedures as outlined in Section B.
2. Special assignment positions may be posted for permanent transfer.

G. Intention of Retire

Following formal acceptance by the superintendent of an official retirement statement and notice of resignation submitted by an employee, said employee shall not be involuntarily transferred during his/her last year of employment in the District.

H. Staff of New Schools

The provisions of Sections B., Posting of Vacancies and D., Employee Initiated Transfers, shall apply except that, in general, the number of employees transferring from a specific school to a new school shall be limited to fifteen percent (15%) of the employees at each site. It is understood and agreed that the fifteen percent (15%) limitation is a guideline and should be seen as flexible to accommodate specific employee and District needs.

I. Involuntary Change of Grade Levels within a School

1. No involuntary change of grade levels within a school shall span more than three (3) grade levels (excluding the grade level of the current assignment), except with the mutual consent of the employee and his/her immediate supervisor.
2. Notwithstanding the provisions of Section H, above, an involuntary change of grade levels within a school of more than three (3) grade levels may take place without mutual agreement in the following situations:
 - a. Discontinuance or modification of educational programs,
 - b. Declining or shifting enrollment at a given school, or
 - c. Lack of building facilities.

ARTICLE XIV
EVALUATION

A. Evaluation Program

1. Frequency of Evaluation

- a. Probationary and temporary employees shall be evaluated each year.
- b. Permanent employees who have been employed by the district for less than ten (10) years shall be evaluated at least every other year. If the most recent evaluation reflects an Unsatisfactory ranking in any element, the employee may be evaluated the subsequent year.
- c. Permanent employees who have been employed by the District for at least ten (10) years may be evaluated every three years instead of every other year if:
 - 1) the employee received a satisfactory evaluation during the previous evaluation cycle.
 - 2) the employee is deemed highly qualified under the No Child Left Behind Act.
 - 3) the evaluator and the employee consent to the three-year cycle.

By request of the evaluator or the employee, the employee will be returned to the evaluation cycle of every other year. Upon receipt of a non-satisfactory evaluation, the employee will be returned to the annual evaluation cycle.

2. Evaluation Standards, Elements, and Ratings – Temporary and Probationary Employees

- a. SPERS 166a and 166b, Certificated Professional Evaluation: Objectives and Observations/Probationary and Temporary employees, shall be used by all employees in probationary or temporary status.
- b. All Elements in each Standard shall be addressed during the evaluation period.
- c. The evaluator shall determine, in consultation with the employee, the order and timing of the introduction of elements as the year progresses.
- d. The Elements are the foundation of the observations and feedback, and cumulatively, for the Summative evaluations. They are intended to be observed in the classroom and other appropriate observational environments, and do not constitute projects for the employee to develop outside of the instructional process.
- e. At the mid-point of the employee's school year, the evaluator shall meet with the employee to discuss the status of progress in achieving elements, standards, and other evaluative criteria. The midyear assessment will be formalized using SPERS 166a.
- f. If a probationary employee's employment status is in question, the immediate supervisor shall request that the PAR Panel provide to the employee the assistance of a consulting teacher. This provision shall not supplant the statutory right of the Board of Trustees to make its final determination of retention or non-reemployment of the probationary employee. However, the employee may opt to submit a resignation from his/her position for consideration by the Board.
- g. For the final evaluation, the evaluator shall rate each element in each Standard. The summary of such ratings shall constitute the rating of each Standard.
- h. Ratings consist of the following, which are defined on Rubrics which shall be given to each employee: 1. Practice Not Consistent with Standard Expectations, 2. Developing Beginning Practice, 3. Maturing Beginning Practice, 4. Experienced Practice that Exemplifies the Standard.
- i. A rating of 1 (Practice Not Consistent with Standard Expectations) in two elements in a Standard will result in a rating of Practice Not Consistent with Standard Expectation in the overall Standard. SPERS 166a shall be used for the Midyear/Final Evaluations.

3. Evaluation Standards, Elements, and Ratings – Permanent Employees

- a. SPERS 166a and 166b, Certificated Professional Evaluation: Objectives and Observations/Permanent Employee, shall be used by all employees in permanent status except XIV D.
- b. Elements 5.6, 6.5 and 6.6 are mandatory for all evaluatees. In addition, each evaluatee shall be responsible for selecting a minimum of one (1) element within Standards 1 through 4. In specific situations, based upon an individual evaluatee's performance, nothing herein shall prevent the evaluator, after collaboration with the employee, from including additional elements. Under those circumstances a maximum of 15 elements which includes the 3 mandatory elements 5.6, 6.5, and 6.6 may be identified on which the Summative evaluation will take place.
- c. The Elements are the foundation of the observations and feedback, and cumulatively for the Summative evaluations. They are intended to be observed in the classroom and other appropriate observational environments, and do not constitute projects for the teacher to develop outside of the instructional process.
- d. During the course of the evaluation period, mitigating circumstances may arise which require modification of the Elements selected (i.e., adding additional Elements to reflect exemplary practice or areas of need for focus.) The evaluator may determine additional elements after collaboration with the evaluatee.
- e. At the mid-point of the employee's school year, the evaluator may meet with the employee to discuss the status of progress in achieving Elements and Standards and other evaluative criteria.
- f. When a permanent employee experiences performance difficulties the supervisor may suggest to the employee the option of voluntarily participating in PAR.
- g. In the development of the Summative, year-end evaluation, the evaluator shall rate the employee's performance on the Elements selected, including those required and those added during the year, and shall use those ratings to rate each Standard.
- h. Ratings consist of: 1. Unsatisfactory, 2. Need Improvement, 3. Meets District Standards, 4. Exemplifies Standards.
- i. A rating of Unsatisfactory in two Elements in a Standard shall result in the overall Standard being rated as unsatisfactory.
- j. An unsatisfactory rating of three or more Standards shall result in an overall unsatisfactory evaluation. If the three unsatisfactory ratings are in Standards one through five for a total of any six elements in Standards one through five are rated as unsatisfactory, the evaluation shall be referred to the Peer Assistance and Review Panel for required participation in PAR the following year.

4. Evaluation Timelines:

- a. Each employee who is to be evaluated shall be furnished a copy of the evaluation forms and procedures, including the Rubrics which describe the Elements in each Standard and the ratings thereof, and be notified of the identity of their primary evaluator, no later than the tenth (10th) contractual day of the year in which the evaluation is to take place. In case of a multiple-campus assignment, the District shall designate an evaluator for such employee. Such employees may be observed by the supervisor at any site served, and said observation shall be included in the year-end evaluation.
- b. Within fifteen (15) contractual working days of the beginning of the individual employee's school year, each employee who is being evaluated shall propose to the evaluator specific Elements within each Standard to begin with (probs and temps) or to be the foundation for the evaluation (permanent teachers).
- c. Within thirty (30) contractual days of the beginning of the individual employee's school year, the evaluator and evaluatee shall meet to discuss and finalize the Elements as discussed in (3c) above.

- d. The evaluator and evaluatee shall confer about problem areas in the employee's performance within ten (10) contractual days of said problem identification and prior to any negative comments or judgments related to routine classroom deficiencies being included in the final evaluation.
- e. Not later than forty-five (45) calendar days prior to the end of the employee's school year, the evaluatee shall verify the status of achieving a demonstration of the Elements identified for that year.
In preparing the final evaluation rating for placement in the employee's personnel file, the evaluator shall rely primarily upon data collected and documented through classroom observations and observation/evaluation or performance conferences that have been previously presented to the unit member in writing in either memo or letter form or on the copy of the "Objectives and Observation" form. Any deficiencies, which may have been presented to the employee in writing, may be reflected in the rating of the relevant Elements. Those that have been corrected or improved shall be so reflected in the ratings.
- f. Final evaluation ratings shall be summarized and presented to the employee at an evaluation conference no later than thirty (30) calendar days prior to the end of the instructional school year.

- 5. The Association and the District will meet outside of negotiations to address changes to evaluation documents for nurses and counselors.
The revised evaluation forms for School Psychologist, Resource Specialists, Designated Instruction Service Providers, Itinerant Teachers, and Teachers on Special Assignment will be implemented beginning with the 2005-06 school year. The Association and District agree to review and modify outside of current negotiations, during the 2004-05 school year, evaluation documents currently utilized by Nurses and Counselors.

B. Observations

- 1. Probationary and temporary employees shall be formally observed at least twice annually. Permanent employees who are being formally evaluated shall be formally observed at least one (1) time annually. Formal observations shall be based on no fewer than fifteen (15) minutes of consecutive classroom time.
- 2. In the event that deficient performance is noted in an observation of fewer than fifteen (15) minutes, such circumstances will be quickly brought to the employee's attention. If deemed serious, the matter shall be provided in writing to the employee and shall result in a formal observation by the administrator within five (5) contractual days.
- 3. In the case of a negative observation(s), the evaluator shall meet with the employee within five (5) contractual days to discuss the observation. If deemed serious, the matter shall be provided in writing to the employee. This written statement shall include but not be limited to the following:
 - a. Specific recommendations for improvement.
 - b. Direct assistance to implement such recommendations including additional observations.
 - c. Techniques to measure improvement.
 - d. Released time to visit and observe other employees.
 - e. A time schedule to monitor progress.

The employee shall be entitled to one (1) formal follow-up observation. Such follow-up observation shall be scheduled by the evaluator to occur no sooner than seven (7) contractual days after the conference and no later than twenty (20) contractual days after the conference. By mutual consent of the evaluator and the evaluatee, this timeline may be adjusted.

C. Alternative Evaluation Program

- 1. Participation is strictly voluntary and is available to employees who have completed at least three (3) years consecutive experience in the Escondido Union School District and have achieved permanent status. This is in lieu of the standard evaluation form.
 - a. The discussion regarding an employee's participation may originate with either the immediate supervisor or the employee.

- b. The decision as to whether or not the employee may voluntarily participate in the alternative evaluation program is solely that of the immediate supervisor, and is not subject to grievance.
- c. Alternative Evaluation form, see Article XIV.
- 2. Alternate evaluation goals and objectives may be limited to a specific area in which the employee has a desire to focus in order to enhance professional growth and positively impact student learning.
 - a. The Alternative Objectives form will be filled out by the employee and will reflect the mutual agreement of the employee and the immediate supervisor as to the focus, criteria, and means of evaluation of the employee's objectives.
 - b. The time lines for the development of the Goals and Objectives as well as the number of observations, midyear and final evaluations shall remain the same as the standard evaluation.
- 3. An employee who participates in the Alternative Evaluation Program will be encouraged to meet and share their project with other district employees at least once during the evaluation procedure.

D. Maintenance of Data Related to Evaluation

- 1. The District shall not base any adverse action against an employee upon derogatory materials which are not contained in such employee's personnel file. Moreover, the District shall not base any adverse action against an employee upon materials which are contained in such employee's personnel file or evaluation folder unless the employee has been notified in writing at such time that the materials were being placed in his/her file or folder.
- 2. Employees shall not have the right to review personnel file *materials*, which include ratings, reports or records which:
 - a. were obtained prior to the employment of the employee,
 - b. were prepared by identifiable examination committee members, or
 - c. were obtained in connection with a promotional examination.
- 3. Before information of a negative or derogatory nature is placed in his/her personnel file, the employee shall be given notice. The employee shall be provided reasonable release time, without salary reduction to review and to prepare a written response to such material. The written response shall be attached to the material.
- 4. Upon written authorization by the employee, a representative shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.
- 5. The person or persons who draft and/or place material in an employee's personnel file shall sign the material signifying the date on which such material was drafted for placement in the file.
- 6. District administration access to personnel files shall be limited to the Superintendent and the employee's immediate or prospective supervisor(s) unless otherwise agreed to by the employee. Board of Education members may request the review of an employee's file at a personnel session of the Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- 7. The District shall maintain the employee's personnel files at the District's central office. The evaluator may maintain anecdotal information at the job site in between summative evaluations and will annually review anecdotal information that may be removed from the file. Anecdotal information not included in the year-end evaluation following the incident, may not be used in a subsequent year-end evaluation.

E. Personal Freedom and the Freedom to Teach Related to Evaluation

- 1. The personal life of an employee shall not be a subject for evaluation except as it may directly affect the employee's job performance.
- 2. The exercise of the right to free speech shall not be a subject for evaluation except as it may affect the employee in the performance of his/her assigned functions. The evaluation process recognizes that academic freedom is essential to the fulfillment of the purpose of the District, and it acknowledges the fundamental need to protect employees from censorship or *restraint*, which might interfere with their obligation to pursue truth in the performance of their job role in the District.

F. Public Charges

1. No public charge against an employee shall be considered unless it is in writing by the identified complainant. Such charge shall be provided to the employee within ten (10) contractual days.
2. The Superintendent or designee shall determine if an investigation of the complaint is warranted. Should the Superintendent or designee decide an investigation is warranted, the employee shall be entitled to offer evidence in his/her own defense.
3. The unit member may be accompanied by another unit member or CTA representative of his/her choice at any meeting he/she attends during the investigation.
4. Complaints shall not be placed in the *employee's personnel* file without first being investigated by the District. The complaint shall not be placed in the employee's personnel file unless the District confirms the accuracy of the alleged facts.
5. The employee shall be notified if the complaint is to be placed in the personnel file and given an opportunity to attach a written statement thereto.

G. Commission of Professional Competence

The District shall release employees who are chosen to serve on the Commission of Professional Competence in accordance with the Education Code. Such service shall be considered a professional responsibility and the rights and duties of the employee rendering such service shall be those contained in the Education Code.

CERTIFICATED PROFESSIONAL EVALUATION

CERTIFICATED EMPLOYEE _____ School _____ Grade _____

Assignment _____ Track _____

Temporary Probationary 1 Probationary 2 Permanent

PERMANENT EMPLOYEE RATING SCALE

1. U (Unsatisfactory)
2. NI (Needs Improvement)
3. MS (Meets Standard)
4. ES (Exemplifies Standard)

NON PERMANENT EMPLOYEE RATING SCALE

1. PN (Practice Not Consistent with Standard Expectation)
2. DP (Developing Practice)
3. MP (Maturing Practice)
4. EP (Experienced Practice)

Beginning of the year Conference _____ Midyear Conference _____ Final Conference _____
 Date (required for Temps/Probs) Date Date

Formal Observation Date(s): _____

| CIRCLE IDENTIFIED ELEMENTS OF FOCUS | MIDYEAR (required for Temps/Probs) | | | | FINAL | | | |
|---|--|---|---|---|-------|---|---|---|
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| STANDARD I – Engaging and Supporting All Students in Learning | | | | | | | | |
| 1.1 Connect students' prior knowledge, life experience, and interests with learning goals | | | | | | | | |
| 1.2 Use a variety of instructional strategies and resources to respond to students' diverse needs | | | | | | | | |
| 1.3 Facilitate learning experiences that promote autonomy, interaction, and choice | | | | | | | | |
| 1.4 Engage students in problem solving, critical thinking, and other activities that make subject matter meaningful | | | | | | | | |
| 1.5 Promote self-directed, reflective learning for all students | | | | | | | | |
| STANDARD II – Creating and Maintaining Effective Environment for Student Learning | | | | | | | | |
| 2.1 Create a physical environment that engages all students | | | | | | | | |
| 2.2 Establish a climate that promotes fairness and respect | | | | | | | | |
| 2.3 Promote social development and group responsibility | | | | | | | | |
| 2.4 Establish and maintain standards for student behavior | | | | | | | | |
| 2.5 Plan and implement classroom procedures and routines that support student learning | | | | | | | | |
| 2.6 Using instructional time effectively | | | | | | | | |
| STANDARD III – Understanding & Organizing Subject Matter for Student Learning | | | | | | | | |
| 3.1 Demonstrate knowledge of subject matter content and student development | | | | | | | | |
| 3.2 Organize curriculum to support student understanding of subject matter | | | | | | | | |
| 3.3 Interrelate ideas and information within and across subject matter areas | | | | | | | | |
| 3.4 Develop student understanding through instructional strategies that are appropriate to subject matter | | | | | | | | |
| 3.5 Use materials, resources and technologies to make subject matter accessible to students | | | | | | | | |
| STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students | | | | | | | | |
| 4.1 Draw on and value students' backgrounds, interests, and developmental learning needs | | | | | | | | |
| 4.2 Establish and articulate goals for student learning | | | | | | | | |
| 4.3 Develop and sequence instruction, activities, and materials for student learning | | | | | | | | |
| 4.4 Design short-term and long-term plans to foster student learning | | | | | | | | |
| 4.5 Modify instructional plans to adjust for student needs and respond to ongoing assessments | | | | | | | | |
| STANDARD V – Assessing Student Learning | | | | | | | | |
| 5.1 Establish and communicate learning goals for all students | | | | | | | | |
| 5.2 Collect and use multiple sources of information to assess student learning | | | | | | | | |
| 5.3 Involve and guide students in assessing their own learning | | | | | | | | |
| 5.4 Use results of assessments to guide instruction | | | | | | | | |
| 5.5 Communicate with students, families, and other audiences about student progress | | | | | | | | |
| 5.6 Students demonstrate progress towards the attainment of grade level academic standards | | | | | | | | |
| STANDARD VI – Developing as a Professional Educator | | | | | | | | |
| 6.1 Reflect on teaching practice and plan professional development | | | | | | | | |
| 6.2 Establish professional goals and pursue opportunities to grow professionally | | | | | | | | |
| 6.3 Work with communities to enhance professional practice | | | | | | | | |
| 6.4 Work with colleagues to improve professional practice | | | | | | | | |
| 6.5 Assumes adjunct duties as equitably assigned to the staff | | | | | | | | |
| 6.6 Adheres to the rules and regulations of the school and district | | | | | | | | |

OVERALL RANKING BY STANDARD: 2 or more elements rated as "U" or "PN" will result in an overall standard rating of "U" or "PN;" 3 or more standards 1-6 rated as "U" or "PN" will result in an overall rating of "U" or "PN." For permanent staff, assignment to PAR will result with 3 or more standards 1-5 rated as "U" or a total of 6 elements in Standards 1- 5 rated as "U" as per Side Letter 02-03.

MIDYEAR EVALUATION (required for temps/probs)

Standard 1 ____ Standard 2 ____ Standard 3 ____ Standard 4 ____ Standard 5 ____ Standard 6 ____

OVERALL EVALUATION _____

Midyear Evaluation Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

Check if employee is possible non-reelection (non permanent only)

Check if recommended for voluntary participation in PAR. PAR information provided to employee. Employee is responsible for contacting PAR panel.

FINAL EVALUATION (required for all employees being evaluated)

Standard 1 ____ Standard 2 ____ Standard 3 ____ Standard 4 ____ Standard 5 ____ Standard 6 ____

OVERALL EVALUATION _____

Final Evaluation Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

Check if assigned to PAR due to unsatisfactory ranking (permanent only)

Check if recommended for voluntary participation in PAR. PAR information provided to employee. Employee is responsible for contacting PAR panel.

OK to file _____

Data Entry _____

Notification to PAR _____

PROFESSIONAL EVALUATION FOR SPECIAL EDUCATION SERVICE PROVIDER

CERTIFICATED EMPLOYEE _____ School _____ Grade _____

Assignment:

- Speech and Language Pathologist
- Adaptive PE Specialist
- Resource Specialist
- Itinerant Services for Visually Impaired
- Itinerant Services for Hearing Impaired
- School Psychologist

Temporary Probationary 1 Probationary 2 Permanent

PERMANENT EMPLOYEE RATING SCALE

NON PERMANENT EMPLOYEE RATING SCALE

- 1. U (Unsatisfactory)**
- 2. NI (Needs Improvement)**
- 3. MS (Meets Standard)**
- 4. ES (Exemplifies Standard)**

- 1. PN (Practice Not Consistent with Standard Expectation)**
- 2. DP (Developing Practice)**
- 3. MP (Maturing Practice)**
- 4. EP (Experienced Practice)**

Beginning of the year Conference _____ Date _____ Midyear Conference _____ Date _____ Final Conference _____ Date _____
 (required for Temps/Probs)

Formal Observation Date(s): _____

| GOALS/ASSESSMENTS | MIDYEAR (required for Temps/Probs) | | | | FINAL | | | |
|--|--|----------|----------|----------|----------|----------|----------|----------|
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| GOAL I – The service provider identifies and evaluates students with a suspected disability in the area of specialty. | | | | | | | | |
| Assessment - Maintain documentation in screening, referral, or SST logs, evaluation plus/reports IEP notices, and IEPs. | | | | | | | | |
| GOAL II – The service provider provides appropriate designated instruction and services/special education services pursuant to assigned students' individual education programs (IEP). | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Assessment - Maintain service schedule, therapy logs, and progress reports. | | | | | | | | |
| GOAL III – The service provider implements the IDEA consistent with district procedures and policies regarding the provision of assigned designated instruction and services/special education services. | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Assessment - Maintain records/files for assigned students containing all pertinent and legally required information. | | | | | | | | |
| GOAL IV – The service provider provides consultations and support to parents and staff in the area of specialty. | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Assessment - Document consultations/communications with parents and staff regarding goals, service, and progress of assigned students. | | | | | | | | |
| GOAL V – The service provider participates in professional growth opportunities offered by the district, SELPA, or agencies. | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| Assessment - Maintain documentation of participation in staff development activities. | | | | | | | | |
| GOAL VI – The service provider adheres to school and district rules and regulations. | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| SCHOOL PSYCHOLOGIST (Assessments same as 1-5 above.) | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| GOAL I – The school psychologist identifies and evaluates students with a suspected disability. | | | | | | | | |
| GOAL II – The school psychologist provides/monitors designated instruction and services pursuant to assigned students' individual education programs (IEP). | | | | | | | | |
| GOAL III – The school psychologist implements the IDEA consistent with district procedures and policies regarding the provision of special education services. | | | | | | | | |
| GOAL IV – The school psychologist provides consultations and support to parents and staff in the areas of intervention, preventive crisis management, and students' social-emotional needs. | | | | | | | | |
| GOAL V – The school psychologist participates in professional growth opportunities offered by the district, SELPA, or agencies. | | | | | | | | |
| GOAL VI – The school psychologist adheres to school and district rules and regulations. | | | | | | | | |

OVERALL RANKING BY GOAL: 3 or more goals 1-6 rated as "U" or "PN" will result in an overall rating of "U" or "PN." For permanent staff, assignment to PAR will result with 2 or more goals 1-5 rated as "U"

MIDYEAR EVALUATION (required for temps/probs)

Goal 1 ____ Goal 2 ____ Goal 3 ____ Goal 4 ____ Goal 5 ____ Goal 6 ____

OVERALL EVALUATION _____

Midyear Evaluation Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

Check if employee is possible non-reelection (non permanent only)

Check if recommended for voluntary participation in PAR. PAR information provided to employee. Employee is responsible for contacting PAR panel.

FINAL EVALUATION (required for all employees being evaluated)

Goal 1 ____ Goal 2 ____ Goal 3 ____ Goal 4 ____ Goal 5 ____ Goal 6 ____

OVERALL EVALUATION _____

Final Evaluation Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

Check if assigned to PAR due to unsatisfactory ranking (permanent only)

Check if recommended for voluntary participation in PAR. PAR information provided to employee. Employee is responsible for contacting PAR panel.

OK to file _____

Data Entry _____

Notification to PAR _____

CERTIFICATED PROFESSIONAL EVALUATION
Teachers on Special Assignment

CERTIFICATED EMPLOYEE _____ School _____ Grade _____

Assignment _____ Track _____

Temporary Probationary 1 Probationary 2 Permanent

PERMANENT EMPLOYEE RATING SCALE

- 1. U (Unsatisfactory)
- 2. NI (Needs Improvement)
- 3. MS (Meets Standard)
- 4. ES (Exemplifies Standard)

NON PERMANENT EMPLOYEE RATING SCALE

- 1. PN (Practice Not Consistent with Standard Expectation)
- 2. DP (Developing Practice)
- 3. MP (Maturing Practice)
- 4. EP (Experienced Practice)

Beginning of the year Conference _____
 Date _____

Midyear Conference _____
 (required for Temps/Probs) Date _____

Final Conference _____
 Date _____

Formal Observation Date(s): _____

| CIRCLE IDENTIFIED ELEMENTS OF FOCUS | MIDYEAR (required for Temps/Probs) | | | | FINAL | | | |
|---|--|---|---|---|-------|---|---|---|
| | 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 |
| STANDARD I – Facilitate instructors to engage and support all students in learning | | | | | | | | |
| 1.1 Connect instructor's prior knowledge, life experiences, and interests with learning goals | | | | | | | | |
| 1.2 Use a variety of instructional strategies and resources that correspond to student diverse learning needs. | | | | | | | | |
| 1.3 Facilitate learning experiences that promote autonomy, interaction, and choice | | | | | | | | |
| 1.4 Engage instructor's in problem solving, critical thinking, and other activities that make subject matter meaningful | | | | | | | | |
| 1.5 Promote self-directed, reflective learning for all instructors of students. | | | | | | | | |
| STANDARD II – Facilitate instructors to create and maintain an effective environment for student learning. | | | | | | | | |
| 2.1 Facilitate instructors to create an effective environment that engages all students. | | | | | | | | |
| 2.2 Facilitate instructors to establish a climate that promotes fairness and respect | | | | | | | | |
| 2.3 Facilitate instructors to promote social development and group responsibility | | | | | | | | |
| 2.4 Facilitate instructors to establish and maintain standards for student behavior | | | | | | | | |
| 2.5 Facilitate and plan classroom procedures and routines that support student learning with instructors | | | | | | | | |
| STANDARD III – Understanding & Organizing Subject Matter for Teacher Learning | | | | | | | | |
| 3.1 Demonstrate knowledge of subject matter content and teacher development | | | | | | | | |
| 3.2 Organize curriculum to support teacher understanding of subject matter | | | | | | | | |
| 3.3 Interrelate ideas and information within and across subject matter areas | | | | | | | | |
| 3.4 Develop teacher understanding through instructional strategies that are appropriate to subject matter | | | | | | | | |
| 3.5 Use materials, resources and technologies to make subject matter accessible to teachers | | | | | | | | |
| STANDARD IV – Planning Instruction & Designing Learning Experiences for All Teachers | | | | | | | | |
| 4.1 Draw on and value teacher backgrounds, interests, and developmental learning needs | | | | | | | | |
| 4.2 Establish and articulate goals for teacher learning | | | | | | | | |
| 4.3 Develop and sequence instruction, activities, and materials for teacher learning | | | | | | | | |
| 4.4 Design short-term and long-term plans to foster teacher learning | | | | | | | | |
| 4.5 Modify instructional plans to adjust for teacher needs and respond to ongoing assessments | | | | | | | | |
| STANDARD V – Assessing Teacher Learning | | | | | | | | |
| 5.1 Establish and communicate learning goals for teacher | | | | | | | | |
| 5.2 Collect and use multiple sources of information to assess teacher learning | | | | | | | | |
| 5.3 Involve and guide teacher in assessing their own learning | | | | | | | | |
| 5.4 Use results of assessments to guide instruction | | | | | | | | |
| 5.5 Communicate with teacher and other audiences about teacher progress | | | | | | | | |
| 5.6 Teacher demonstrates progress towards the attainment of academic standards | | | | | | | | |
| STANDARD VI – Developing as a Professional Educator | | | | | | | | |
| 6.1 Reflect on teaching practice and plan professional development | | | | | | | | |
| 6.2 Establish professional goals and pursue opportunities to grow professionally | | | | | | | | |
| 6.3 Work with communities to enhance professional practice | | | | | | | | |
| 6.4 Work with colleagues to improve professional practice | | | | | | | | |
| 6.5 Assumes adjunct duties as equitably assigned | | | | | | | | |
| 6.6 Adheres to the rules and regulations of the department and school district | | | | | | | | |

OVERALL RANKING BY STANDARD: 2 or more elements rated as "U" or "PN" will result in an overall standard rating of "U" or "PN;" 3 or more standards 1-6 rated as "U" or "PN" will result in an overall rating of "U" or "PN." For permanent staff, assignment to PAR will result with 3 or more standards 1-5 rated as "U" or a total of 6 elements in Standards 1- 5 rated as "U" as per Side Letter 02-03.

MIDYEAR EVALUATION (required for temps/probs)

Standard 1 ____ Standard 2 ____ Standard 3 ____ Standard 4 ____ Standard 5 ____ Standard 6 ____

OVERALL EVALUATION _____

Midyear Evaluation Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

Check if employee is possible non-reelection (non permanent only)

Check if recommended for voluntary participation in PAR. PAR information provided to employee. Employee is responsible for contacting PAR panel.

FINAL EVALUATION (required for all employees being evaluated)

Standard 1 ____ Standard 2 ____ Standard 3 ____ Standard 4 ____ Standard 5 ____ Standard 6 ____

OVERALL EVALUATION _____

Final Evaluation Comments:

Evaluatee's Signature

Date

Evaluator's Signature

Date

Check if assigned to PAR due to unsatisfactory ranking (permanent only)

Check if recommended for voluntary participation in PAR. PAR information provided to employee. Employee is responsible for contacting PAR panel.

S PERS 166A-2 (Revised 2004-05)

OK to file _____

Data Entry _____

Notification to PAR _____

OBSERVATION FORM

Name _____ School _____ Assignment/Period _____

Date _____ Total Observation Time _____

| | | | | | | | |
|------------|--|-----|-----|-----|-----|------------------------------|------------------------------|
| Standard 1 | Engaging and Supporting All Students in Learning | 1.1 | 1.2 | 1.3 | 1.4 | 1.5 | |
| Standard 2 | Creating and Maintaining Effective Environment for Student Learning | 2.1 | 2.2 | 2.3 | 2.4 | 2.5 | |
| Standard 3 | Understanding and Organizing Subject Matter for Student Learning | 3.1 | 3.2 | 3.3 | 3.4 | 3.5 | |
| Standard 4 | Planning Instruction and Designing Learning Experiences for all Students | 4.1 | 4.2 | 4.3 | 4.4 | 4.5 | |
| Standard 5 | Assessing Student Learning | 5.1 | 5.2 | 5.3 | 5.4 | 5.5 | <input type="checkbox"/> 5.6 |
| Standard 6 | Developing as a Professional Educator | 6.1 | 6.2 | 6.3 | 6.4 | <input type="checkbox"/> 6.5 | <input type="checkbox"/> 6.6 |

For permanent employees, the evaluator will circle the elements identified in PERS 166A prior to the observation. During the observation, the evaluator will place a check mark on those elements observed.

For temporary and probationary I and probationary II employees, during an observation, the evaluator will place a check mark on those elements observed.

See Rubric for Clarification of Elements

Comments:

Evaluator's Signature _____

Conference Date _____

Evaluatee's Signature _____

S PERS 166b (Revised 2001-02)

Copy (1) Evaluator

Copy (2) Evaluatee

EVALUATION DESCRIPTORS

STANDARD 1 ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

| ELEMENT | UNSATISFACTORY Practice Not Consistent with Standard Expectations | NEEDS IMPROVEMENT Developing Beginning Practice | MEETS DISTRICT STANDARD Maturing Beginning Practice | EXEMPLIFIES THE STANDARD Experienced Practice that Exemplifies the Standard |
|---|---|--|---|--|
| Connecting students' prior knowledge, life experience, and interests with learning goals | The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson. | The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding. | The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding. | The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instruction. |
| Using a variety of instructional strategies to respond to students' diverse needs | The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or the instructional goals. No adjustments are made to respond to students' needs. | The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students' needs. | The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully and makes some adjustments to respond to students' needs. | The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning and makes adjustments while teaching to respond to students' needs. |
| Facilitating learning experiences that promote autonomy, interaction, and choice | Learning experiences are directed by the teacher, permitting no student autonomy, interaction, or choice. | Learning experiences are directed by the teacher and allow limited student autonomy, interaction, and choice. | Learning experiences and support are provided for students to engage in problem solving and in investigating and analyzing the subject matter concepts and questions within subject matter areas. | Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning. |
| Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful | No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas. | Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills. | Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas. | Learning opportunities are provided that extend student thinking and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas. |
| Promoting self-directed, reflective learning for all students | No opportunities are provided for students to initiate their own learning or to monitor their own work. | Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually. | Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers. | Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers. |

EVALUATION DESCRIPTORS

STANDARD 2 CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

| ELEMENT | UNSATISFACTORY Practice Not Consistent with Standard Expectations | NEEDS IMPROVEMENT Developing Beginning Practice | MEETS DISTRICT STANDARDS Maturing Beginning Practice | EXEMPLIFIES THE STANDARD Experienced Practice that Exemplifies the Standard |
|---|--|--|--|--|
| Creating a physical environment that engages all students | The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed. | The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning. | The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities. | The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities. |
| Establishing a climate that promotes fairness and respect | The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behaviors is unfair or inequitable. | A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable. | A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable. | Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable. |
| Promoting social development and group responsibility | Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other. | Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility. | Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers. | Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers. |
| Establishing and maintaining standards for student behavior | No standards for behavior appear to have been established, or students are confused about what the standards are. | Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate. | Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate. | Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards. |
| Planning and implementing classroom procedures and routines that support student learning | Classroom procedures and routines have not been established or are not being enforced. | Procedures and routines have been established and work moderately well, with little loss of instructional time. | Procedures and routines work smoothly, with no loss of instructional time. | Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently. |
| Using instructional time efficiently | Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instruction time. | Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective. | Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth. | Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless. |

EVALUATION DESCRIPTORS

STANDARD 3 UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

| ELEMENT | UNSATISFACTORY Practice Not Consistent with Standard Expectations | NEEDS IMPROVEMENT Developing Beginning Practice | MEETS DISTRICT STANDARDS Maturing Beginning Standard | EXEMPLIFIES THE STANDARD Experienced Practice that Exemplifies the Standard |
|--|---|--|--|--|
| Demonstrating knowledge of subject matter and student development | The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current. | The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current. | The teacher's working knowledge of subject matter and basic principles of student development incorporates all different perspectives, supports all students' learning, and is current. | The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current. |
| Organizing curriculum to support student understanding of subject matter | The curriculum is not organized and it rarely demonstrates concept, themes, and skills; rarely values different perspectives or rarely supports students' understanding of core concepts. | The curriculum is loosely organized, inconsistently demonstrates concepts, themes, and skills; reveals and values different perspectives; supports an understanding of core concepts for all students. | The curriculum is organized and sequenced and demonstrates concepts, themes, and skills; reveals and values different perspectives; supports an understanding of core concepts for all students. | The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad range of perspectives, strongly supports all students' learning and is current. |
| Interrelating ideas and information within and across subject matter areas | The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding. | The teacher identifies some key concepts and information within the curriculum, and attempts to relate content to previous learning without extending students' understanding. | The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding. | The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relates content to their lives and previous learning, and uses them to extend their understanding. |
| Developing student understanding through instructional strategies that are appropriate to the subject matter | Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge. | The teacher may use a few strategies to make the content accessible to students, and may encourage some students to think critically or to extend their knowledge of subject matter. | The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter. | The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relates content to their lives and previous learning, and uses this to extend their understanding. |
| Using materials, resources, and technologies to make subject matter accessible to students | Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives. | Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives. | Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives. | A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives. |

EVALUATION DESCRIPTORS

STANDARD 4 PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

| ELEMENT | UNSATISFACTORY Practice Not Consistent with Standard Expectations | NEEDS IMPROVEMENT Developing Beginning Practice | MEETS DISTRICT STANDARDS Maturing Beginning Practice | EXEMPLIFIES THE STANDARD Experienced Practice that Exemplifies the Standard |
|---|--|--|--|--|
| Drawing on and valuing students' backgrounds, interests, and developmental learning needs | Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning. | Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning. | Instructional plans reflect students' backgrounds, experiences, interests, and developmental needs to support students' learning. | Instructional plans build on students' backgrounds, experiences, interests, and developmental needs to support all students' learning. |
| Establishing and articulating goals for student learning | Instructional goals are not established or do not address students' language, experience, or home and school expectations. Expectations for students are low. | Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent. | Short-term and long-term instructional goals are based on students' language, experiences, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high. | Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience, and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high. |
| Developing and sequencing instructional activities and materials for student learning | Instructional activities and materials are not appropriate to the students, and the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced. | Instructional activities and materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons. | Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons. | Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs, and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts. |
| Designing short-term and long-term plans to foster student learning | Individual lesson plans have little or no relation to long term goals, and a unit plan has little recognizable structure. | Long-term plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding. | Long-term plans have a coherent structure, with learning activities in individual lessons well sequenced to promote understanding of concepts. | Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts. |
| Modifying instructional plans to adjust for student needs | Instructional plans are not modified, in spite of evidence that modifications would improve student learning. | Modifications to instructional plans address only superficial aspects of the lesson. | Instructional plans are modified as needed to enhance student learning based on formal and informal assessment. | Instructional plans are modified, as needed, based on formal and informal assessment and students' suggestions to ensure deeper conceptual understanding by all students. |

EVALUATION DESCRIPTORS

STANDARD 5 ASSESSING STUDENT LEARNING

| ELEMENT | UNSATISFACTORY Practice Not Consistent with Standard Expectations | NEEDS IMPROVEMENT Developing Beginning Practice | MEETS DISTRICT STANDARDS Maturing Beginning Practice | EXEMPLIFIES THE STANDARD Experienced Practice that Exemplifies the Standard |
|---|--|---|--|--|
| Establishing and communicating learning goals for all students | Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families. | Learning goals are established to meet school and district expectations. Goals are communicated to all students without revision. | Learning goals are established in relation to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students and their families, and are revised as needed. | Learning goals are established by the teacher, students, and families; are appropriate to students' needs and the curriculum; meet district and state expectations. Goals are communicated to all students and families, and are revised as needed. |
| Collecting and using multiple sources of information to assess student learning | The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning. | The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress. | The teacher uses a variety of sources to collect information about student learning and several appropriate strategies to understand student progress. | The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress. |
| Involving and guiding all students in assessing their own learning | The teacher does not encourage students to reflect on or assess their own work. | Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers. | Student reflection and self-assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss it with peers. | Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers. |
| Using the results of assessment to guide instruction | Information about student learning is inappropriate or not used by the teacher to plan, guide, or adjust instruction. | Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching. | Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching. | Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs. |
| Communicating with students, families, and other audiences about student progress | The teacher provides some information about learning to students, families and support personnel, but the information is incomplete or unclear. | The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress. | The teacher regularly exchanges information about student learning with students, families, and support personnel in ways that improve understanding and encourage academic progress. | Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress. |

EVALUATION DESCRIPTORS

STANDARD 5 ASSESSING STUDENT LEARNING

| ELEMENT 5.6 | UNSATISFACTORY Practice Not Consistent with Standard Expectations | NEEDS IMPROVEMENT Developing Beginning Practice | MEETS DISTRICT STANDARDS Maturing Beginning Practice | EXEMPLIFIES THE STANDARD Experienced Practice that Exemplifies the Standard |
|--|--|---|---|---|
| <p>Students demonstrate progress toward the attainment of grade-level academic standards as evidenced by results from multiple performance measures.</p> | <p>Few students demonstrate progress towards the attainment of grade-level standards according to assessment results. In self-contained settings, students in general show limited or no progress in core academic areas of reading/language arts and mathematics. There may be significant discrepancies between assigned grades and performance measures (e.g. high grades and low performance measures). Record keeping on assessment results may be incomplete and/or the teacher may not have administered assessments on a consistent basis according to established guidelines.</p> | <p>While the teacher has administered all required assessments and maintained records of progress, students do not demonstrate a general pattern of progress towards attainment of standards in core academic areas or the subject area(s) taught. While some students may demonstrate measurable and significant progress, a large number of students may have demonstrated marginal gains or regressed. In particular, students whose baseline scores demonstrated average or above average performance may have progressed, while students with lower baseline assessment scores may have shown little or no progress. In self-contained settings, students may have demonstrated uniform growth in one core academic area, yet show inconsistent growth in another.</p> | <p>Students demonstrate a general pattern of progress towards the attainment of grade-level standards according to general performance measures. There is a correlation between grades and scores on performance measures. There is evidence that students who are members of special populations (e.g. ELL, RSP, etc.) are making progress in academic content areas or the subject area(s), though growth may be less, on the average, than students who are not members of a special population. In self-contained settings, there is not a large discrepancy in overall student progress between subject areas.</p> | <p>Students demonstrate a uniform pattern of progress towards the attainment of grade-level standards in subject area(s) taught. Students who are members of special populations demonstrate growth according to assessment results and may show increases in excess of normal expectations. The pattern of uniform progress is consistent among subject area(s) and the correlation between grades and assessment results is strong.</p> |

EVALUATION DESCRIPTORS

STANDARD 6 DEVELOPING AS A PROFESSIONAL EDUCATOR

| ELEMENT | UNSATISFACTORY Practice Not Consistent with Standard Expectations | NEEDS IMPROVEMENT Developing Beginning Practice | MEETS DISTRICT STANDARDS Maturing Beginning Practice | EXEMPLIFIES THE STANDARD Experienced Practice that Exemplifies the Standard |
|--|--|--|--|--|
| Reflecting on teaching practice and planning professional development | The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development. | The teacher reflects on some lessons and areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development. | The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development. | The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection. |
| Establishing professional goals and pursuing opportunities to grow professionally Working with communities to improve professional practice | Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community. The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration. | Professional goals are established with assistance. The teacher pursues opportunities to acquire new knowledge and skills, but infrequently participates in the professional community. The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school. | Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community. The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school and community. | Professional goals are extended and the teacher purposely pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community. The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community. |
| Working with colleagues to improve professional practice | The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities. | The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs, and participates in some school-wide events. | The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school-wide events. | The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision making events, and professional development. |

ESCONDIDO UNION SCHOOL DISTRICT

**CERTIFICATED STAFF ALTERNATIVE EVALUATION
PROPOSAL/DOCUMENT**

Evaluatee's Name _____

Site/Dept.
Grade Level _____

Job Title _____

School Year _____

Are you eligible certificated staff members proposing to participate in the same evaluation project?
 Yes No

If yes, name(s) _____

The following is proposed as an alternative evaluation project for my regular evaluation: (use additional paper if needed)

My objectives are proposed as follows:

The following are the anticipated outcomes:

The outcomes will be measured for success in the following ways:

I recognize that participation is strictly voluntary and the decision whether or not this is approved is solely that of the immediate supervisor, and does not preclude the evaluator from including other information in the final evaluation as long as it conforms with Article XIV Evaluation B. Observation and C. Final Evaluation.

Signature

Date

Mid-year Objectives Review _____

Year-end Objectives Review _____

ARTICLE XV

SAFETY

A. Safe Working Conditions

1. Employees shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
2. An employee who observes a potential safety hazard or unsafe working condition shall submit a written statement or Safety Reporting Form (S-1) found at the end of this article, to the immediate supervisor regarding the observation. The immediate supervisor shall review and evaluate the situation, determine the critical nature of the situation, take appropriate action, and notify the employee of the action taken.
3. Each employee organization shall have equal representation on any safety committee formed as a result of the development of the Illness and Injury prevent plan/program. Such membership shall not be exceeded in number by the number of administrators on any committee.
4. Until such time a Plan is in place, the district is willing to utilize a safety reporting form as included at the end of this Article.
5. The district shall continue the implementation of its District-wide plan to have telephones in each classroom.
6. The district shall offer to all certificated employees, once annually, the opportunity to receive the Hepatitis B immunization series.

B. Assault

1. Whenever any bargaining unit member is attacked, assaulted, or physically threatened by any pupil, it shall be the duty of any person under whose direction or supervision the employee is employed in the public school system who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. Employees shall complete reports required by the District relating to the violations described herein and the appropriate steps will be taken by the District.
2. An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injuries, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil. Employees shall immediately report cases of assault to their immediate supervisor.
3. Annually, the district shall provide voluntary inservice training for employees on protective assault responses. Such training shall be offered outside the workday or workweek. Attendance is voluntary and without eligibility for compensation.
 - a. The district shall bear the costs related to presenting the training.
 - b. The district may require certain employees to receive such training when it is determined that the students in the class may present a particular need for such training. Such training shall be within the workday or workweek, or the district shall compensate the employee at the hourly rate of pay determined in the collective bargaining agreement.
4. The employer shall provide support and assistance to employees who are assaulted while in performance of their duties.
5. Prior to placing a student in a classroom with a background or history known to the District of violent behavior or assault, the employee(s) shall be notified.
6. When absence or disability arises out of or from assault, employees shall be entitled to their available leave and disability provision in this agreement.
7. Upon the occurrence of a physical assault against one's person, which results in an injury necessitating medical attention, the employee shall be provided a form for filing a worker's compensation claim.

C. Emergency/Disaster

In the event of an emergency during the workday, which requires that employees on campus remain to provide supervision/care of students until such time as they can be released to their parents and/or the administration of the site becomes the purview of another agency, the district may require the employees to remain. When it is possible to release a portion of the employees at the site, release shall be in conformance with the school site emergency preparedness plan.

D. Liability Coverage

1. The District agrees to provide insurance coverage of \$5,000,000 for each occurrence against personal liability of the employee for damage, death of a person, injury to a person, or damage or loss of property caused by an employee while acting within the scope of his/her employment.
2. As used in this Article, "within the scope of his/her employment" shall mean those activities, which are within the scope of the employee's responsibilities and training, and shall include any voluntary activities (such as a field trip), which are pre-approved (both the activity and the employee's involvement) by the appropriate administrator and are district activities.

E. Personal Supplies or Equipment Coverage

1. Any reimbursement under this Article is contingent upon the employee:
 - a. Having PRIOR approval on the district form found with the school office manager or department secretary.
 - b. Filing said form with the Business Services Department prior to the loss being incurred of any personal supplies equipment that the employee has been approved to use or store in classrooms or offices.
 - c. Having this form completed and approved annually.
2. If such prior approval and filing of such form has occurred, and the employee suffers loss or damage of such personal equipment, the District will reimburse the lesser of \$250.00 or the deductible of the employee's homeowners/renter's insurance.
3. Forms for filing for reimbursement are available through the Business Services Department, and require the following:
 - a. Prior approval of personal property permission form must be on file in Business Services.
 - b. Employee must complete the reimbursement form and submit to the principal/supervisor within five (5) days of the loss or damage.
 - c. In the event of vandalism or theft, the employee is required to file a police report, unless such report is filed by the school.
 - d. The principal/supervisor will review the claim form and personally verify the loss.
 - e. Claim for value of loss may not exceed value verified on permission for personal property form.
 - f. Proof of the deductible on the employee's insurance will be required.
 - g. The principal/supervisor shall submit the Business Services Department the verified claim form within ten (10) days of the completed form being given to him/her by the employee. Employees filing claims proving to be fraudulent shall be subject to disciplinary procedures.

4. Damage of Automobile

Any employee who, in the course of his/her scope of duties, experiences vandalism to his/her automobile in the form of smashed windows or stolen automobile, shall be reimbursed by the District the lesser or \$250 deductible of the employee's automobile insurance. Other situations of significant verified vandalism can be submitted for review by the District on a case-by-case basis. Claiming reimbursement shall be dependent upon the following:

- a. The employee must report the incident to the site administration/designee the day the incident occurred, and, when possible, have the site administrator/designee document the damage and may require a police report.
- b. Proof of insurance, and the deductible on the employee's insurance shall be required.
- c. The employee must complete the reimbursement form and submit it to the site administrator/designee within five (5) working days of the damage.

- d. The site administrator/designee shall submit the verified form to the Business Services Department within five (5) working days of the completed form being given to him/her by the employee.

F. Specialized Health Care Procedures

1. Specialized health care procedures (those required to be routinely performed at school under the prescription of a physician for specific children) shall be performed by those special education employees who have been trained and certified in the provisions of such services by the school nurse and by others who agree to obtain such training.
2. The school nurse shall develop a protocol for the provision of specialized health care procedures in accordance with the prescription from a qualified physician, and with the permission of the parents.
3. Employees providing such services shall prepare and maintain those records as required.

G. Safety/Discipline Committee

In an effort to analyze and understand safety issues, a Safety/Discipline Committee shall be established and shall meet on a regular basis, monthly for the first six (6) months following ratification and at least quarterly thereafter. The Safety/Discipline Committee shall be comprised of up to three (3) representatives from the Association. No other employee group shall have more than three (3) representatives. The responsibility of the committee shall be:

1. To review current Board policy, relevant ed. code, collective bargaining agreements, site discipline plans, and other relevant information.
2. To evaluate the effectiveness of current policies and procedures related to student misconduct and discipline.
3. Annually by March 1st, the committee will prepare and present a report to the District and Association.
4. The committee shall seek input from individual sites.

ESCONDIDO UNION SCHOOL DISTRICT

Report of Safety concern

Date _____ Reported by _____

Site _____ Job Title _____

Safety Concern: _____

I believe this safety issue requires immediate attention because (check one or more):

- _____ Hazard to student/staff
- _____ Unsafe Playground Equipment Needs Repair
- _____ Unsafe Equipment Needs Repair
- _____ Unsafe Work Practice Because _____

Location of hazardous area at site: _____

The best time to reach me is: _____

For Site Administrator's Use

STATUS REPORT: _____

Site Administrator's Signature Date

Distribution: Immediate Supervisor, Principal or Department Administrator, Assistant Superintendent of Business Services, Association President, Site Copy, Copy of Status to Reporting Employee

**ARTICLE XVI
EMPLOYEE BENEFITS**

Health and Welfare Benefits

The District and the Association are committed to maintaining a quality health and welfare program. The parties agree to a good faith effort and commitment to maintain a program, which is comprehensive and cost-effective. Subject to the provisions of this article, the employer shall, for the duration of this agreement, provide Health care benefits for eligible employees as specified within the master insurance contract between the District and the respective insurance carriers the District selects.

A. Medical Insurance Carriers

Health care benefits shall be provided by the District through participation in the San Diego County Schools Fringe Benefit Consortium as described in Part D. below and VEBA unless modified or changed through the collective bargaining process.

B. The District and Association recognize the impact of escalating health insurance premiums upon the total compensation package. In an effort to analyze, understand and reduce the escalation of these costs, an Insurance Committee shall be established and shall meet on a regular basis, monthly for the first six (6) months and at least quarterly thereafter. The Insurance Committee shall be comprised of up to three (3) representatives from the Association. No other employee group will have more than three (3) representatives.

1. The responsibility of the Insurance Committee is to review the cost trends in the District's carriers, program structure, and benefit plans.
2. The Insurance Committee shall have the authority to analyze how the current carriers, program structures, and benefit plans are impacting costs, to explore options which may reduce costs or rates of increase in costs, and to make recommendations to the District regarding potential adjustments. This committee is an advisory body only. All relevant information requested by the committee that pertains to the Committee's responsibility shall be provided within a reasonable time frame and shared with the committee.

C. Coverage Defined

"Full Coverage" shall include:

- Employee and dependent medical insurance
- Employee only, basic life for \$50,000
- Employee only, vision
- Employee only dental, or an alternative HMO family dental plan

D. Fringe Benefit Program

1. Dental coverage paid by the District will be provided by Delta Dental for employees only, or DeltaCare/PMI for family coverage.
2. Vision coverage, employee only, shall continue to be offered through VSP.
3. Life insurance, employee only, shall continue to be offered.
4. The program described in this paragraph D. will be provided by the Fringe Benefit Consortium.

E. District Contribution

The District annual contribution for fully benefited employees shall be determined by the actual 2017 benefit plan selected. Contributions and plans are listed on the rate sheet included in the 2016-2017 contract. A new rate sheet will be developed for the 2018 benefit plan year that will reflect any changes to the insurances rates and the number of employees who voluntarily waive insurance coverage. Other than these adjustments, the district annual contribution will remain as stated on the 2017 benefit plan sheet.

(Note – The tiered distribution listed in the rate sheet is an approximate equivalent to increasing the cap up to an average of \$12,852 per benefited employee for a total district health and welfare contribution of \$19,574,033)

The district annual contribution for employees who are eligible for full benefits and who voluntarily elect to waive all insurance coverage will remain at \$10,000. This annual contribution shall be applied to benefits for each succeeding year starting with the 2017 plan year.

Escondido Union School District

Cost Sharing Analysis - 2017 - Waiver Subsidy of \$1,927,000, No New District Contribution for 2017 - Includes Delta PPO



| A | B | C | D | E | | F | | |
|--|--------------|---------------------|---------------------|--|--------------|---|--|--|
| | | | | 2017 | | | | |
| | | | | Renewal Rates and Proposed Contributions | | | | |
| Includes Medical, Dental, Vision, Life | Enrollment | Renewal Rates | Employer Cost | Employee Cost | | | | |
| | | | | TEN. Contrib. | % of Premium | | | |
| Kaiser - High Option | | | | | | | | |
| EE Only | 34 | \$753.49 | \$606.89 | \$146.60 | 19.5% | | | |
| EE & 1 Dep. | 37 | \$1,431.49 | \$1,144.89 | \$286.60 | 20.0% | | | |
| EE & Family | <u>81</u> | <u>\$1,993.49</u> | <u>\$1,591.61</u> | <u>\$401.88</u> | 20.2% | | | |
| Annual Cost | 152 | \$2,400,565 | \$1,919,157 | \$481,408 | | | | |
| % Split | | | 79.9% | 20.1% | | | | |
| | | | % of Total | % of Total | | | | |
| Kaiser - Low Option | | | | | | | | |
| EE Only | 318 | \$688.49 | \$639.87 | \$48.62 | 7.1% | | | |
| EE & 1 Dep. | 276 | \$1,301.49 | \$1,200.30 | \$101.19 | 7.8% | | | |
| EE & Family | <u>549</u> | <u>\$1,810.49</u> | <u>\$1,665.55</u> | <u>\$144.94</u> | 8.0% | | | |
| Annual Cost | 1,143 | \$15,721,101 | \$14,491,473 | \$1,229,628 | | | | |
| % Split | | | 92.2% | 7.8% | | | | |
| | | | % of Total | % of Total | | | | |
| PPO - UHC Option | | | | | | | | |
| EE Only | 1 | \$1,713.49 | \$689.37 | \$1,024.12 | 59.8% | | | |
| EE & 1 Dep. | 1 | \$3,304.49 | \$1,325.47 | \$1,979.02 | 59.9% | | | |
| EE & Family | <u>0</u> | <u>\$4,606.49</u> | <u>\$1,729.53</u> | <u>\$2,876.96</u> | 62.5% | | | |
| Annual Cost | 2 | \$50,180 | \$20,148 | \$30,031 | | | | |
| % Split | | | 40.2% | 59.8% | | | | |
| | | | % of Total | % of Total | | | | |
| United HMO - Network 1 | | | | | | | | |
| EE Only | 56 | \$798.49 | \$698.14 | \$100.35 | 12.6% | | | |
| EE & 1 Dep. | 55 | \$1,505.49 | \$1,308.23 | \$197.26 | 13.1% | | | |
| EE & Family | <u>108</u> | <u>\$2,087.49</u> | <u>\$1,811.59</u> | <u>\$275.90</u> | 13.2% | | | |
| Annual Cost | 219 | \$3,529,663 | \$3,067,000 | \$462,663 | | | | |
| % Split | | | 86.9% | 13.1% | | | | |
| | | | % of Total | % of Total | | | | |
| United HMO - Network 2 | | | | | | | | |
| EE Only | 1 | \$988.49 | \$675.18 | \$313.31 | 31.7% | | | |
| EE & 1 Dep. | 0 | \$1,881.49 | \$1,277.84 | \$603.65 | 32.1% | | | |
| EE & Family | <u>0</u> | <u>\$2,617.49</u> | <u>\$1,775.00</u> | <u>\$842.49</u> | 32.2% | | | |
| Annual Cost | 1 | \$9,885 | \$6,752 | \$3,133 | | | | |
| % Split | | | | | | | | |
| | | | % of Total | % of Total | | | | |
| United HMO - Network 3 | | | | | | | | |
| EE Only | 4 | \$1,182.49 | \$748.30 | \$434.19 | 36.7% | | | |
| EE & 1 Dep. | 0 | \$2,261.49 | \$1,422.49 | \$839.00 | 37.1% | | | |
| EE & Family | <u>2</u> | <u>\$3,152.49</u> | <u>\$1,978.53</u> | <u>\$1,173.96</u> | 37.2% | | | |
| Annual Cost | 6 | \$110,349 | \$69,503 | \$40,847 | | | | |
| % Split | | | 63.0% | 37.0% | | | | |
| | | | % of Total | % of Total | | | | |
| TOTAL | 1,523 | \$21,821,743 | \$19,574,033 | \$2,247,710 | | | | |
| % Split | | | 89.7% | 10.3% | | | | |
| \$ Change | | | \$1,156,200 | (\$5,593) | | | | |
| % Change | | | 6.28% | -0.25% | | | | |

Assumptions:

- Active Ees only, 10thly rates. Enrollment does not include retirees or COBRA participants.
- Rates include the Dental PPO plan, VSP vision plan, and Life insurance

Escondido Union School District

Cost Sharing Analysis - 2017 - Waiver Subsidy of \$1,927,000, No New District Contribution for 2017 - Includes DeltaCare DHMO



| A | B | C | D | E | F | | | | | |
|--|--------------|---------------------|---------------------|--------------------|--------------|--|--|--|--|--|
| | | | | | | 2017 | | | | |
| | | | | | | Renewal Rates and Proposed Contributions | | | | |
| Includes Medical, Dental, Vision, Life | Enrollment | Renewal Rates | Employer Cost | Employee Cost | | | | | | |
| | | | | TEN. Contrib. | % of Premium | | | | | |
| Kaiser - High Option | | | | | | | | | | |
| EE Only | 34 | \$751.41 | \$606.89 | \$144.52 | 19.2% | | | | | |
| EE & 1 Dep. | 37 | \$1,429.41 | \$1,144.89 | \$284.52 | 19.9% | | | | | |
| EE & Family | 81 | \$1,991.41 | \$1,591.61 | \$399.80 | 20.1% | | | | | |
| Annual Cost | 152 | \$2,397,403 | \$1,919,157 | \$478,247 | | | | | | |
| % Split | | | 80.1% | 19.9% | | | | | | |
| | | | % of Total | % of Total | | | | | | |
| Kaiser - Low Option | | | | | | | | | | |
| EE Only | 318 | \$686.41 | \$639.87 | \$46.54 | 6.8% | | | | | |
| EE & 1 Dep. | 276 | \$1,299.41 | \$1,200.30 | \$99.11 | 7.6% | | | | | |
| EE & Family | 549 | \$1,808.41 | \$1,665.55 | \$142.86 | 7.9% | | | | | |
| Annual Cost | 1,143 | \$15,697,326 | \$14,491,473 | \$1,205,853 | | | | | | |
| % Split | | | 92.3% | 7.7% | | | | | | |
| | | | % of Total | % of Total | | | | | | |
| PPO - UHC Option | | | | | | | | | | |
| EE Only | 1 | \$1,711.41 | \$689.37 | \$1,022.04 | 59.7% | | | | | |
| EE & 1 Dep. | 1 | \$3,302.41 | \$1,325.47 | \$1,976.94 | 59.9% | | | | | |
| EE & Family | 0 | \$4,604.41 | \$1,729.53 | \$2,874.88 | 62.4% | | | | | |
| Annual Cost | 2 | \$50,138 | \$20,148 | \$29,990 | | | | | | |
| % Split | | | 40.2% | 59.8% | | | | | | |
| | | | % of Total | % of Total | | | | | | |
| United HMO - Network 1 | | | | | | | | | | |
| EE Only | 56 | \$796.41 | \$698.14 | \$98.27 | 12.3% | | | | | |
| EE & 1 Dep. | 55 | \$1,503.41 | \$1,308.23 | \$195.18 | 13.0% | | | | | |
| EE & Family | 108 | \$2,085.41 | \$1,811.59 | \$273.82 | 13.1% | | | | | |
| Annual Cost | 219 | \$3,525,108 | \$3,067,000 | \$458,108 | | | | | | |
| % Split | | | 87.0% | 13.0% | | | | | | |
| | | | % of Total | % of Total | | | | | | |
| United HMO - Network 2 | | | | | | | | | | |
| EE Only | 1 | \$986.41 | \$675.18 | \$311.23 | 31.6% | | | | | |
| EE & 1 Dep. | 0 | \$1,879.41 | \$1,277.84 | \$601.57 | 32.0% | | | | | |
| EE & Family | 0 | \$2,615.41 | \$1,775.00 | \$840.41 | 32.1% | | | | | |
| Annual Cost | 1 | \$9,864 | \$6,752 | \$3,112 | | | | | | |
| % Split | | | | | | | | | | |
| | | | % of Total | % of Total | | | | | | |
| United HMO - Network 3 | | | | | | | | | | |
| EE Only | 4 | \$1,180.41 | \$748.30 | \$432.11 | 36.6% | | | | | |
| EE & 1 Dep. | 0 | \$2,259.41 | \$1,422.49 | \$836.92 | 37.0% | | | | | |
| EE & Family | 2 | \$3,150.41 | \$1,978.53 | \$1,171.88 | 37.2% | | | | | |
| Annual Cost | 6 | \$110,225 | \$69,503 | \$40,722 | | | | | | |
| % Split | | | 63.1% | 36.9% | | | | | | |
| | | | % of Total | % of Total | | | | | | |
| TOTAL | 1,523 | \$21,790,064 | \$19,574,033 | \$2,216,032 | | | | | | |
| % Split | | | 89.8% | 10.2% | | | | | | |
| \$ Change | | | \$1,156,200 | (\$37,272) | | | | | | |
| % Change | | | 6.28% | -1.65% | | | | | | |

Assumptions:

- Active Ees only, 10thly rates. Enrollment does not include retirees or COBRA participants.
- Rates include the DentalCare DHMO plan, VSP vision plan, and Life insurance

Eligibility

1. Part-time Employees

Employees who work less than full time in a certificated position shall receive a straight proration of the District's contribution toward the insurance benefits, as compared to a full-time certificated employee. Example: A half-time teacher would receive 50% of the District's contribution for insurance benefits.

Part-time employees who were employed in the District prior to June 30, 1987, shall continue to receive the same level of benefits they received during the 1986-87 school year.

2. Retirees

Employees who retire on or after age 55 with ten (10) or more years of service with the District shall be eligible to have the least costly basic medical insurance plan that is offered to employees continued by the District until the employee becomes covered by Medicare or attains age 65, whichever is first. During this period of eligibility, the retiree, however, may elect to continue in any plan offered to current employees provided the retiree pays any additional premium cost. The retiree shall remit the difference between the District contribution and the total premium cost to the Personnel Office on the due date designated by the District. Any payment required shall be by Cashier's Check, Certified Check, or Money Order. The retiree shall complete all District required insurance forms. The District pays only the dollar amount equivalent to the above percentage for the HMO plan available to active employees. However, for 2006-07 and beyond, the District may, at its sole and exclusive discretion, permit eligible retirees to select either plan without additional cost except as modified by the percent of premium schedule below. (see current contract language)

a. Prior service with other school districts shall be considered for the purpose of determining the amount of premium to be paid by the District.

b.

| <u>Years of Service</u> | <u>Percent paid by District</u> |
|-------------------------|---------------------------------|
| 10 | 50 |
| 11 | 55 |
| 12 | 60 |
| 13 | 65 |
| 14 | 70 |
| 15 | 75 |
| 16 | 80 |
| 17 | 85 |
| 18 | 90 |
| 19 | 95 |
| 20 | 100 |

c. The above premium percentage paid by the District for employees working less than a full time contract, or with a history of working less than full time contracts, will be prorated based on the total calculated years of service at the time of retirement.

3. Eligible Retiree Dependents

The retiree's dependents shall be eligible for coverage if all the following conditions are met:

- a. Commitment to dependent coverage is made at time of retirement.
- b. The retiree makes the entire premium payment on or before the due date designated by the District.
- c. The retiree requests coverage for dependents on or before the date of retirement.
- d. The District-required insurance forms are completed.

4. Employee Benefit Payments During Leave of Absence

a. Paid Leave of Absence

The District shall continue to contribute an employee's premium contribution, while on paid leave status, in the same manner as if the employee had remained in regular service.

b. Unpaid Leave of Absence

Employees on District-approved unpaid leaves of absence may elect to continue coverage for themselves (and dependents) by mailing the entire premium payment required for coverage, made payable to the District, and submitted to the Personnel Office. An employee on the District Leave of Absence plan whose payment is not received by the 15th of each month will be notified in writing as to lack of payment and will be provided a thirty (30) day grace period to submit such payment. If payment is not received within the grace period, insurance coverage will be cancelled. The District will develop a policy for the implementation of the required provisions of the Family Medical Leave Act.

c. Absence Due to Illness

Employees who are absent due to illness and who have exhausted accumulated District-paid leaves shall continue to receive full insurance coverage paid by the District for that period of illness not to exceed three (3) months following exhaustion of said leave.

d. Cancellation

Any employee's (and dependent) insurance coverage shall be cancelled if a leave expires and the employee does not return to active duty.

F. Salary Protection Insurance

Employees may participate in the salary protection plan of their choice with the District providing payroll deduction for this purpose.

G. Tax Sheltered Annuities

Employees may participate in an approved tax sheltered annuity with the District providing payroll deduction for this purpose.

H. Medical Examination and Tests

1. District required physical and mental examinations for purposes other than verification of absences shall be paid by the District.

2. A medical verification by a physician shall be sufficient verification of any sick leave absence.

I. Duration of Benefits

1. The benefits provided in this Article shall remain in effect during the term of the Agreement at the level of the District contribution set out in subsection E, above. In the event a successor Agreement is not consummated, these benefits shall be extended on a month-to-month basis while negotiations are underway.

2. Should an employee's employment terminate during the school year, the employee shall be entitled to continued coverage under the life, health, and dental plans for a period specified by the carrier's contract and COBRA. Such employee shall pay the premium for the continued coverage on a month-to-month basis.

3. Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued coverage under the health, life, and dental plans until September 30 of the ensuing school year.

J. The District may, at its sole and exclusive discretion, utilize the service of the San Diego County Fringe Benefit Consortium to provide employees with fringe benefits coverage, except as provided in any current participation agreement.

ARTICLE XVII

SALARIES

- A. The salary schedule and salary classifications requirement of all employees are set forth in Article XXII.
- B. All employees who serve other than the required number of days as set forth in Article X shall receive salary which is not less than that which bears the same ratio to the established annual salary as the number of days required by their work calendar (i.e., 180 or 187 days).
- C. The payroll period shall be defined as monthly beginning with the first (1st) month of the contract year or whatever payroll system is in place for the current year. Salary payments shall be made not later than the last day of each month in accordance with the County of San Diego schedule. Salary payments for services in addition to the employee's regular assignment, including extended contracts, shall be made in the next regular payroll period.
- D. Subject to continuing approval of the County Department of Education, the District will continue to implement an 11- or 12-month pay option, conditional upon each participating employee having worked at least one day in the month to be paid, and signing a release authorizing payroll to deduct any monies owed should the employee separate from service prior to year end.

Basic Teacher's Salary Schedules

Salary Schedule – Psychologists, Group 26

Beginning with the 2008-09 school year, psychologists will revert to a 185-day work year. Salary for current psychologists will be Y-rated, meaning that the current salary at 192 days of service will continue under the 185-day work year. Employees will remain at their current salary, except for any annual step increase. The cost of living increase, as established through negotiations, will be applied to the adjusted salary at 185 days of service. Any future negotiated cost of living increase will be provided to each employee when the adjusted salary at 185 days, based on the cost of living increase, is equal to or surpasses the previously established salary, including any adjustment due to a step increase, at 192 days of service. Any newly hired psychologists will be placed at the 185-day salary schedule and will not be Y-rated.

The current stipend paid to teachers assigned to the community day school based on the negotiated extended workday will be incorporated into their annual salary. A separate salary schedule will be developed to reflect this change and will remain as long as the established stipend and workday continue.

E. Compensation

- 1. All compensation agreements specified as a component of this article are contingent upon approval and certification by the San Diego County Office of Education.
- 2. Effective July 1, 2016, 2.0 percent shall be added to all certificated salary schedules.
Effective January 1, 2017, .25 percent shall be added to all certificated salary schedules.
ASB Stipend - \$1,500 per year
NBCT Stipend - \$1,500 per year
Middle School Band Teacher Stipend- \$1,500 (For co-curricular activities (i.e., competitions/parades)
Doctoral Stipend - \$1,500 per year (Effective July 1, 2017)
Master's Stipend - \$1,500 per year (Effective July 1, 2017)
The above stipends will be paid collectively for members who have both degrees. Qualifying degrees are listed in Article 17, 3 (a) of this agreement.

F. BASIC TEACHERS SALARY SCHEDULE

- 1. Classification Requirements:
Class I -Bachelors Degree plus 29 Semester Units
Class II -Bachelors Degree plus 30 Semester Units

Class III Bachelors Degree plus 45 Semester Units or Masters Degree

Class IV Bachelors Degree plus 60 Semester Units or Masters Degree plus
15 Semester Units or Bachelors Degree plus 60 Semester Units
including Masters Degree

2. Classification by Professional Preparation

Employee shall be placed on the appropriate Class of the salary schedule in accordance with the degrees and advanced preparation they have completed.

3. Salary Advancement Requirements for Changing Columns on the Salary Schedule

Any course taken for salary advancement from Class I, II, III to Class II, III, IV for which you are acquiring units will require prior authorization. Obtain Form # SPERS 12 Prior Approval Application for Certificated Personnel Salary Advancement from the school office or Human Resources. If moving to Class II or Class III on the salary schedule (first 45 units), the immediate supervisor must approve courses in advance. If moving to Class IV, prior approval by Human Resources is required.

- a. All units and degrees must be earned from institutions accredited by the American Association of School and Colleges or regional affiliate.
- b. Graduate or upper division units in professional education courses must have been taken after the date of the granting of the Bachelor Degree.
- c. Graduate or upper division units for courses must be in the employee's major or minor as designated by the credential of service.
- d. Advanced degrees must be in professional education; a teaching major or minor subject field, or an area directly related to the employee's assignment.
- e. Lower division units shall have prior written approval of the immediate supervisor for salary advancement placement or advancement.
- f. Other courses approved by Human Resources shall be credited for salary schedule placement or advancement.
- g. To receive credit for next year's salary placement, the work must be completed by the end of the summer session.
- h. A grade of "C" or better, or "pass" with a "pass/fail" grading system, shall be required for acceptance of units.
- i. To make a column change on the salary schedule, Form # SPERS 43 Application for Change In Salary Status must be completed and returned to Human Resources prior to May 10 of the preceding year in which the column change is desired. This form is available in the school office or from Human Resources.
- j. Credit shall not be granted until an official transcript has been received by the District. The transcript must be received prior to November 10 of the school year in which the credit is desired.
- k. Employees will receive a copy of Form SPERS # 49 Notification of Change in Salary Status after paperwork is processed through Human Resources.

4. Sabbatical Leave Requests

Sabbatical Leave requests shall be evaluated by the Professional Advancement Committee in accordance with Article XI, Section 7.

5. Initial Step Placement

Employees shall be given credit on a year-for-year basis at the time of initial placement on the salary schedule for previous teaching experience, military service, or service with the Peace Corps up to a maximum of three (3) years. Teaching experience for salary schedule placement purposes shall include all experience in positions requiring certification qualifications. Beginning with the 1989-90 school year, newly hired employees whose first day of paid service is on July 15, 1989, and/or thereafter shall be granted up to a maximum of five (5) years initial placement credit on the certificated salary schedule for previous teaching experience. Beginning in the 2002-03 school year, initial placement credit on the

certificated salary schedule for previous teaching experience will increase each year to a maximum of ten (10) years of credit.

2002 – 03 up to 6

2005 – 06 up to 9

2003 – 04 up to 7

2006 – 07 up to 10

2004 – 05 up to 8

6. Step Requirements

The advancement on the salary schedule shall be at the rate of one (1) step for each year of experience. In the event an overall unsatisfactory performance evaluation rating is given an employee (such evaluation in compliance with this Agreement), the employee shall not receive a step increment. If an employee is employed for at least seventy-five (75%) of his/her school year, such service shall be considered a year's experience for salary schedule advancement purposes.

7. Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).

8. Units on File

Upon request, the District shall provide each employee with a statement of the number of units that the District has on file for them as of March 1 of the school year.

9. Special Assignment Salary Schedule

Any employee serving in a special assignment shall be paid in accordance with his/her basic employee salary, described in Section A above.

10. Temporary Employee's Salaries

Temporary employees shall be placed on the teachers' salary schedule in the same manner as other employees.

11. Substitute Teaching Regular Staff

Employees eligible for substitute employment during the normal work schedule will be paid at a rate not less than the current rate paid long-term substitute teachers.

EXTRA PAY

Extra Pay – For non-instructional activities beyond the contract day for which extra pay compensation is offered, the Hourly Rate shall be \$35.00/hour. For instructional activities beyond the contract day for which extra pay compensation is offered, the Hourly Rate shall be Class IV, Step 8 on the current salary schedule. These hourly rates will be effective as of April 1, 2016. (See Draft Payroll Hourly/Daily Chart in Appendix)

Summer school and Anytime School rate shall be paid at

Class IV, Step 8

Other approved extra pay activities

\$35.00/hour

Period substitute during preparation period (MS & 7/8 @ K-8)

Class IV, Step 8 (to be paid cumulative at year end).

Jury Duty

As defined in Article XI, daily substitute rate of pay

At the middle school level, voluntary participation in teaching a core academic subject, including electives and P.E., that is part of the master schedule during a zero period, ninth period, or during a teacher's preparation period (not to include substitute teaching) will be paid at the per diem hourly rate of pay as defined in Article III, Definitions. This provision would exclude Anytime School assignments.

Bargaining unit members providing service in the Home Instruction program will be paid at the hourly summer school rate.

The Association and the District may address utilization of Administrative Designee to assist at sites, which may occur outside of negotiations.

2017-18
SALARY SCHEDULE
GROUP 18

ESCONDIDO UNION SCHOOL DISTRICT

Board Approved July 20, 2017
2.0% Increase - Effective July 1, 2016
0.25% Increase - Effective January 1, 2017

| STEP | RANGE | | RANGE I B.A. 0-29 Units | | RANGE II B.A.+30 Units | | RANGE III B.A.+45 Units or M.A. | | RANGE IV B.A.+60 Units or M.A.+15 Units | |
|------|-----------------------|------------------|----------------------------|------------------|---------------------------|------------------|------------------------------------|------------------|--|------------------|
| | Annual Month | Per Diem Hour | Annual Month | Per Diem Hour | Annual Month | Per Diem Hour | Annual Month | Per Diem Hour | Annual Month | Per Diem Hour |
| 1 | 41,321.00 3,443.42 | 220.97 27.62 | 47,132.00 3,927.67 | 252.04 31.51 | 47,133.00 3,927.75 | 252.06 31.51 | 48,517.00 4,043.08 | 259.45 32.43 | 52,649.00 4,387.42 | 281.55 35.19 |
| 2 | 43,726.00 3,643.83 | 233.83 29.23 | 47,133.00 3,927.75 | 252.06 31.51 | 47,135.00 3,927.92 | 252.06 31.51 | 50,898.00 4,241.50 | 272.18 34.02 | 55,045.00 4,587.08 | 294.36 36.79 |
| 3 | 46,113.00 3,842.75 | 246.59 30.82 | 47,135.00 3,927.92 | 252.06 31.51 | 49,531.00 4,127.58 | 264.87 33.11 | 53,295.00 4,441.25 | 285.00 35.63 | 57,431.00 4,785.92 | 307.12 38.39 |
| 4 | 48,513.00 4,042.75 | 259.43 32.43 | 48,513.00 4,042.75 | 259.43 32.43 | 51,918.00 4,326.50 | 277.64 34.70 | 55,686.00 4,640.50 | 297.79 37.22 | 59,813.00 4,984.42 | 319.86 39.98 |
| 5 | 50,898.00 4,241.50 | 272.18 34.02 | 50,898.00 4,241.50 | 272.18 34.02 | 54,308.00 4,525.67 | 290.42 36.30 | 58,088.00 4,840.67 | 310.63 38.83 | 62,217.00 5,184.75 | 332.71 41.59 |
| 6 | 53,295.00 4,441.25 | 285.00 35.63 | 53,295.00 4,441.25 | 285.00 35.63 | 56,703.00 4,725.25 | 303.22 37.90 | 60,469.00 5,039.08 | 323.36 40.42 | 64,604.00 5,383.67 | 345.48 43.18 |
| 7 | 55,691.00 4,640.92 | 297.81 37.23 | 55,691.00 4,640.92 | 297.81 37.23 | 59,107.00 4,925.58 | 316.08 39.51 | 62,866.00 5,238.83 | 336.18 42.02 | 66,999.00 5,583.25 | 358.28 44.79 |
| 8 | | | | | 61,484.00 5,123.67 | 328.79 41.10 | 65,259.00 5,438.25 | 348.98 43.62 | 69,390.00 5,782.50 | 371.07 46.38 |
| 9 | | | | | | | 67,645.00 5,637.08 | 361.74 45.22 | 71,793.00 5,982.75 | 383.92 47.99 |
| 10 | | | | | | | 70,038.00 5,836.50 | 374.53 46.82 | 74,174.00 6,181.17 | 396.65 49.58 |
| 11 | | | | | | | | | 76,581.00 6,381.75 | 409.52 51.19 |
| 12 | | | | | | | | | 78,493.00 6,541.08 | 419.75 52.47 |
| 13 | | | | | | | | | 80,407.00 6,700.58 | 429.98 53.75 |
| 16 | | | | | | | | | 83,119.00 6,926.58 | 444.49 55.56 |
| 18 | | | | | | | | | 84,474.00 7,039.50 | 451.73 56.47 |
| 20 | | | | | | | | | 85,828.00 7,152.33 | 458.97 57.37 |
| 23 | | | | | | | | | 91,193.00 7,599.42 | 487.66 60.96 |
| 25 | | | | | | | | | 98,658.00 8,221.50 | 527.58 65.95 |

BEGINNING TEACHER SALARY CELLS

Immediate supervisor to review units (with the exception of last 15 units of B.A.+60 units) for salary advancement
Personnel Department to review last 15 units of B.A.+60 units
Initial placement up to a maximum 10 years credit
Units refer to semester units

Doctoral Stipend - \$ 1,500 per year - 7/1/17
Master's Stipend - \$ 1,500 per year - 7/1/17
Incumbents that possess both degrees will be paid stipends for both
National Board Certified Teacher Stipend - \$ 1,500 per year
Associated Student Body Advisor Stipend - \$ 1,500 per year

| STEP | Range I | | Per Diem Hour |
|------|------------------------|-------------------|------------------|
| | Annual Month | 187 Days - 12 PAY | |
| 1 | 61,597.00 5,133.08 | 329.40 41.17 | |
| 2 | 64,107.00 5,342.25 | 342.82 42.85 | |
| 3 | 66,620.00 5,551.67 | 356.26 44.53 | |
| 4 | 69,134.00 5,761.17 | 369.70 46.21 | |
| 5 | 71,648.00 5,970.67 | 383.14 47.89 | |
| 6 | 74,165.00 6,180.42 | 396.60 49.58 | |
| 7 | 76,048.00 6,337.33 | 406.67 50.83 | |
| 8 | 77,934.00 6,494.50 | 416.76 52.09 | |
| 9 | 79,820.00 6,651.67 | 426.84 53.36 | |
| 10 | 81,704.00 6,808.67 | 436.92 54.61 | |
| 11 | 83,591.00 6,965.92 | 447.01 55.88 | |
| 12 | 85,472.00 7,122.67 | 457.07 57.13 | |
| 13 | 87,362.00 7,280.17 | 467.18 58.40 | |
| 16 | 89,248.00 7,437.33 | 477.26 59.66 | |
| 18 | 90,188.00 7,515.67 | 482.29 60.29 | |
| 20 | 91,130.00 7,594.17 | 487.33 60.92 | |
| 23 | 95,808.00 7,984.00 | 512.34 64.04 | |
| 25 | 102,948.00 8,579.00 | 550.52 68.82 | |

PSYCHOLOGIST PLACEMENT - up to a maximum of 10 years
 SPEECH & LANGUAGE PLACEMENT - up to a maximum of 10 years
 Units refer to semester units
 Doctoral Stipend - \$ 1,500 per year - 7/1/2017
 Master's Stipend - \$ 1,500 per year - 7/1/2017
 Incumbents that possess both degrees will be paid stipends for both

ARTICLE XVIII
EARLY RETIREMENT

A. Early Retirement Incentives

The District will review state approved early retirement incentive programs to determine feasibility of implementation of the incentive. Factors such as cost savings, long-range fiscal impact on the District, requirements associated with the state incentive, and staffing implications due to implementation of the incentive will be considered for implementation. If it is determined that the District can proceed with the incentive, details of the program will be reviewed with the Association prior to implementation.

ARTICLE XIX
MISCELLANEOUS

- A. The Board shall not sell at profit any publications or produced educational materials without first determining residual rights (if any) that any employee who participated in their development might have.

- B. The board authorizes the superintendent or designee to accept an employee's written resignation and to set its effective date. Once the superintendent or designee has accepted and set an effective date, the resignation may not, thereafter, be withdrawn by the employee.

- C. The cost of mandatory skin tests or chest x-rays shall be paid by the District, at District designated location.

ARTICLE XX
CONTRACT PROVISIONS

A. Implementation

The provisions of this agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory.

B. Savings Provision

If any provision of this Agreement, or any application thereof to any employee, is held by a court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision. However, all other provisions or applications shall continue in full force and effect.

C. Support of Agreement

1. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the "Meet and Negotiate" process. Therefore, it is agreed that the District and the Association will support this Agreement for its term.
2. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures for the duration of the Agreement. Current policies not affected by this Agreement, relating to employees and within the scope of representation, shall only be changed by subsequent negotiations. All other District practices, procedures, policies and regulations shall be discretionary for the Governing Board.

D. Completion of Meet and Negotiate

Except as otherwise provided within this Agreement, this Agreement constitutes completion of negotiations, except that, both parties may mutually agree to meet and negotiate.

E. Copies of Agreement

Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall provide the Association with sufficient copies for all employees, plus an additional fifty (50) copies. The cost of preparation shall be borne by the District.

ARTICLE XXI

SUSPENSION

- A. Disciplinary action, as contained in this Article, shall only be imposed for just cause, and shall pertain to suspension without pay and the steps leading to such action. Such suspension shall be for corrective purposes and shall be administered in accordance with the due process procedures provided for in this Article. Suspension shall be considered as an intervention for the purpose of an additional opportunity for improvement.
- B. The District shall normally utilize a "progressive discipline" procedure prior to implementing suspension herein. The following steps comprise "progressive discipline" for the purposes of this section:
1. Verbal warning.
 2. Written warning notice. A copy of all written warning notices shall be given to the Association and will not be placed in the employee's personnel file.
 3. Reprimand in written form, with the employee having the right to respond in writing and have such response attached to the original reprimand. A copy of all written reprimands, referenced attachments, and any documentation previously issued at B/2 of this Article which are related to the written reprimands, will be placed in the employee's personnel file, and a copy shall be given to the Association.
 4. Suspension, without pay, for a period of one to five days.
- C. Discipline Procedure
1. Normally, suspension shall be for a violation that is repetitive and serious in nature. In such instances, suspension shall not be ordered for any employee unless they have been given a written reprimand about a similar action or infraction. A copy of all suspension orders shall be given to the Association.
 2. Suspension herein shall not deprive the employee of seniority or available fringe benefits, including the right to reimburse the District for any payroll deductions which would otherwise have been deducted from the employee's pay warrant, including but not limited to organizational dues, credit union payments, charitable contributions, tax-sheltered annuities, or insurance premium payments.
 3. When imposing suspension for any current action or infraction, the District shall not take into account any actions or infractions which have occurred previously unless such action or infractions have been addressed in documentation placed in the employee's personnel file. No documentation in the file shall be used that is dated more than four years prior to the date of Notice of Suspension.
 4. No employee shall receive more than one penalty under this Article for each occurrence of the same action or infraction.
- D. Notice of Suspension
- The Superintendent shall provide written Notice of the Proposed Suspension to the employee within thirty (30) calendar days of the occurrence giving rise to the disciplinary action. The Notice of Proposed Suspension shall include the cause(s) on which the suspension is based, the length of the suspension, and the beginning and ending date of the suspension. The Notice of Proposed Suspension shall contain a statement that informs the employee of his/her right to request a hearing in accordance with the provisions outlined in this Article and the right to be represented by the Association. The Notice of the Proposed Suspension shall be issued by the Superintendent or designee following authorization by the Board of Education.
- E. Request of Hearing
- The employee shall have ten (10) working days following actual receipt of the Notice of Proposed Suspension to request a hearing. The Request for Hearing shall be made in writing to the Association and the District. Should the Association agree that a hearing is appropriate, the Association shall have fifteen (15) working days following receipt, or service by U.S. Registered Mail of their copy of the Request for Hearing, to meet with the District Superintendent, to select an arbitrator in accordance with the procedure provided for in the grievance procedure of this Agreement, or to otherwise resolve the matter. If an employee fails to request a

hearing within the timelines provided for in this Article, or the Association believes that a hearing is unnecessary, the proposed suspension may be implemented by action of the Escondido Union School District. The suspension will not be implemented earlier than thirty (30) working days from the receipt of the Notice of Proposed Suspension. Unless otherwise agreed between the Association and the District, the terms of the suspension shall be in accordance with the terms of the original Notice of Proposed Suspension.

F. Hearing

If a hearing has been requested by the employee and agreed to by the Association, then the selection of an arbitrator and the procedures for conducting the hearing shall be in accordance with the grievance procedures of this Agreement. The imposition of the suspension shall be stayed until the hearing has been concluded and a final and binding decision has been rendered by the arbitrator.

G. Records Provisions

1. No copy of the Notice of Suspension shall be entered into the employee's personnel file until such time as the suspension has been implemented.
2. Information of a derogatory nature shall not be entered or filed in a unit member's personnel file unless and until the employee is given notice concerning such and an opportunity to review and comment thereon, pursuant to Article XIV, E.3 of the Agreement.
3. Following four school years from any Notice of Suspension being entered into an employee's personnel file, an employee may request that the Notice of Suspension be sealed in the unit member's personnel file, such information being available only as defined by law.
4. Suspension without pay under this Article shall not be regarded as a precondition for any other form of disciplinary action against a unit member not prohibited by law, including, but not limited to dismissal, suspension under the Education Code, and/or notice of non-reelection.

ARTICLE XXII

PEER ASSISTANCE AND REVIEW (PAR)

A. Preamble

This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review program (PAR), as it may be amended, and any applicable regulations. The Escondido Elementary Educators Association and the Escondido Union School District strive to provide the highest possible quality of education to the students assigned to the district. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. The parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability. The parties agree the focus of the Peer Assistance and Review Program shall be to provide assistance, not to evaluate Bargaining Unit Members. Teachers recommended to the program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

B. As soon as negotiations are concluded on a PAR process, the District shall provide the required certification that PAR will be implemented July 1, 2000.

C. Peer Assistance and Review Panel

1. The PAR Panel will consist of five (5) members. Members of the PAR Panel will include three (3) members selected by the Association, and two administrative representatives selected by the District. The PAR Panel will establish the operational procedures of the Panel.
2. The PAR Panel will establish its meeting schedule to include Panel Meetings, classroom observations, workshops, trainings and any other related activities deemed appropriate. To hold meetings, four of the five members of the PAR Panel must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Panel will be released, from their regular duties without loss of pay. PAR Panel members shall receive a \$3,000 yearly stipend for services on the PAR Panel.
3. The PAR Panel shall be responsible for selecting Consulting Teachers (defined in Section E). Written confirmation of participation in the PAR program will be provided by the PAR Panel to Participating Teachers, referred teachers, Principals or immediate supervisors, and Consulting Teachers.
4. The PAR Panel, either by consensus or majority vote, will adopt Guidelines for implementing the provisions of this Article. The guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and, to the extent the Agreement is inconsistent with the law, the law will prevail. A copy of the PAR Handbook is available on request to the PAR Panel.
5. The PAR Panel will assign the Consulting Teacher to a Participating Teacher. The PAR Panel may create positions paid by stipend or positions that are full time released. The Participating Teacher may appeal the Panel's designation of a Consulting Teacher to the Panel in accordance with procedures developed by the Panel. The Participating Teacher has the right to meet with the PAR Panel to discuss the assignment of the Consulting Teacher. PAR will meet with the Participating Teacher within two weeks of notification.
6. It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq. All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, PAR Panel members and Consulting Teachers may disclose information only as necessary to administer this Article.

7. The PAR Panel will approve trainers and/or training providers for Consulting Teachers both prior to the Consulting Teacher's participation in the programs and during the Consulting Teacher's term of office.
8. The PAR Panel reviews the final report prepared by the Consulting Teacher and makes a recommendation(s) to the Board of Trustees regarding the referred Participating Teacher's progress in the PAR Program.
9. The PAR Panel is responsible for evaluating annually the impact of the PAR Program in order to improve the program.
10. The PAR Panel will determine the number of Consulting Teachers in any school year, based upon participation in the PAR Program and the budget available.

D. Participation in PAR

1. A teacher who participates in PAR is an employee who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of participants in priority order.
 - a. Participating Teacher (PT)
 - 1) The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the veteran unit member in improving performance. Permanent employees who have received a negative evaluation as per Article XIV of the Collective Bargaining Agreement shall be required to participate in the PAR Program as an intervention. Unit members retain the right to grieve violations of the evaluation procedure.
 - 2) The decision of the Principal to refer a permanent employee with a negative evaluation to the PAR Program will not be subject to the grievance procedure.
 - 3) The Consulting Teacher will continue to provide assistance to the Participating Teacher until the end of year evaluation concludes that the teaching performance of the Participating Teacher is satisfactory.
 - 4) The PAR Panel will forward its annual final report to the Board of Trustees.
 - 5) The record of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq.
 - 6) The Participating Teacher shall receive the contract hourly rate Compensation for pre-approved staff development required beyond the regular work day/year not to exceed \$500.00. Expenditure requests beyond \$500 shall be presented to the PAR Panel for consideration on an individual basis.
 - b. Beginning Teacher (BT) Participants
 - 1) In order to assist new employees successfully begin their careers in the District, newly hired unit members may participate in the PAR program through self or principal referral.
 - 2) Guidelines for the Consulting Teacher will be approved and distributed by the PAR Panel.
 - c. Volunteer Teacher (VT) Participants
 - 1) A permanent employee who seeks to improve his/her teaching performance may request the PAR Panel to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his/her participation in the PAR Program at any time without requirement to give a reason for said request.
 - 2) Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
 - 3) Requests by VT's for support will be considered annually.

E. Consulting Teachers

1. A Consulting Teacher is a permanent employee who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:
 - a. A permanent status unit member employed 50% or more by the District with at least three (3) years of full-time experience in the district.
 - b. Demonstrated exemplary teaching ability and knowledge of the California Standards for the Teaching Profession.
 - c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
 - d. Ability to communicate effectively both orally and in writing.
 - e. Ability to work cooperatively and effectively with others.
2. A Consulting Teacher provides assistance to a participating teacher in improving instructional performance. This assistance will typically include:
 - a. Discussing Support Plan with the Participating Teacher and evaluator.
 - b. Multiple observations of the Participating Teacher during periods of classroom instruction.
 - c. Meeting and consulting with Participating Teacher (PT).
 - d. Demonstrating good practices to the Participating Teacher.
 - e. Using school district resources to assist the Participating Teacher and maintaining a written record.
 - f. Monitoring the activities of the Participating Teacher and maintaining a written record.
 - g. Making status reports to the PAR Panel for a referred Participating Teacher (PT).
3. In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and at the district office. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher.
4. Consulting Teachers shall be selected by a majority vote of the PAR Panel after at least two representatives of the PAR Panel have conducted a site visitation and a classroom observation of all final candidates.
5. Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Panel will monitor and evaluate the effectiveness of the Consulting Teacher. The PAR Panel may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Prior to the effective date of such removal, the PAR Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.
6. Expenditures for the PAR Program shall not exceed revenues made available through the passage of ABIX, without mutual agreement of the PAR Panel, District and Association.
7. The number of Consulting Teachers in any school year will be determined by the PAR Panel based upon participation in the PAR program, the budget available and other relevant considerations.
8. If the PAR Panel deems a full-time Consulting Teacher is warranted, based upon the numbers of PT's identified (minimum 10), the teacher will be released for one school year and may reapply for up to three years of consecutive service. Upon completion of his/her service as a Consulting Teacher, the teachers will have the right to return to his/her previous school of assignment.
9. A Specialist Consulting Teacher shall be paid an hourly per diem rate to meet specialized needs of classifications not ordinarily covered by "classroom" teachers. PAR Panel shall contract with and assign SCT's as necessary.
10. A Consulting Teacher will receive a \$2,000 stipend for required training and record keeping and \$2,000 additional for coaching each Participating Teacher assigned by the PAR Panel (upon signing the Support Plan). If the Consulting Teacher

needs to assist a Participating Teacher beyond 40 hours and approval is granted by the PAR Panel, the CT will be compensated at a rate of \$25 per hour. A Consulting Teacher may be assigned Voluntary Teachers or Beginning Teachers with the following compensation: \$25 per hour for each VT/BT up to 20 hours (extra hours may be granted by the PAR Panel). Stipends and other expenses necessary to support all aspects of the PAR program will not exceed state funding provided for the program. The Association and the District will reconvene to discuss alternatives to the program if state funding no longer supports the program.

11. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Principal with respect to the process of peer assistance and review. Prior to working with a Participating Teacher, the Consulting Teacher will meet with the Principal or immediate supervisor to review and discuss the Support Plan.
12. At the request of the Participating Teacher or the Consulting Teacher, the PAR Panel may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.
13. The district agrees to indemnify and hold harmless any Association members on the PAR Panel, and Consulting Teachers from any liability arising out of their participation in the PAR Program pursuant to California Government Code Section 810, et seq.
14. Functions performed by bargaining unit members, as part of the PAR program shall not constitute either management or supervisory functions.

ARTICLE XXIII
MULTI-TRACK

A. DEFINITIONS

1. "Contractual days" means days on whichever track the member of the unit is required to report to work pursuant to an annual contract of employment.
2. "Extended Contract" means days agreed to by the District and the employee for a period of service beyond the regular traditional or year-round contract year.

B. EMPLOYEE RIGHTS

Employees shall have the right to exchange up to ten teaching days each year with another qualified bargaining unit member, subject to the approval of the appropriate immediate supervisor. Additional exchange teaching days may be approved by the immediate supervisor for unusual circumstances.

C. WORK HOURS/WORK YEAR

1. School Schedules

- a. The traditional schedule shall provide for seven (7) hours on campus, excluding lunch, and on year round schedule, which includes 180 workdays, shall provide for seven and one-quarter (7.25) hours on campus, excluding lunch.
- b. Year-round employees may be required to attend faculty meetings only when they are "on track."

2. Work Year

a. Duty Days

- 1) During the use of the 180 workday, year-round calendar, returning employees shall have a work year of 180 days. Newly hired employees assigned to a year round schedule will be required to work one additional day.
- 2) Speech therapists and resource specialist support employees assigned to the year round school site shall have an extended contract or not more than 20 days and shall be subject to the following conditions:
 - a) Support employees assigned to the year round school site would have the first right to accept an extended contract at that site. If the existing employee declines the extended contract offer, the District shall offer the extended contract District wide in accordance with the existing Transfer Article provision.
 - b) If the District receives no volunteers who meet the employee-initiated transfer provisions for the extended contract, the District may assign the extended contract to the incumbent support employees at the year round school site.
 - c) The salary of incumbent employees working the entire extended contract shall be subject to STRS credit.

3. At year round sites the District shall strive to offer at least two (2) work schedule alternative for Speech and Language therapists that would allow these employees to schedule their non-workdays during any two (2) week period in either August or October (depending upon the schedule chosen) and in April (either schedule).

- a. For Resource Specialist teachers required to serve extended contract, the district will strive to provide two (2) alternative work schedules at year round sites.
- b. For Psychologists serving year round sites, the district will strive to provide two (2) alternative work schedules.

D. Calendar

1. The year round school calendars attached herein as Appendices C-4, C-5, and C-6 shall contain a maximum of 174 instructional and 180 (181 for newly hired teachers) contract days and shall include minimum days where needed for track rotation and shall include a minimum day on the last day of school.
2. The instructional minutes for minimum days required to facilitate track rotation shall not be required to be made up.

E. Parent Conference Days

Employees on a year round schedule will be paid for two (2) parent conference days, one of which will be scheduled on the calendar. The second day will be served before and after the regular workday. The principal, in consultation with the teaching staff, will develop the schedule for the morning/afternoon/evening conferences.

F. Workshops and In-service Activities

1. On year round calendars, each year round employee shall serve:
 - a. One (1) workshop day at the beginning of the school year, which shall be served during the regular working hours. Not more than one-half (1/2) of the day shall have meetings scheduled for district/site business.
 - b. Three (3) additional workshop days shall be served, on the workday prior to the beginning of each track, or when there are only three track changes, on the day following the last student day. On these three (3) additional workshop days, the employee shall be required to report to the site no later than one and one-half hours before the student minimum day dismissal time. This 1.5 hours may be used by the district for meetings. The balance of the employee's required workday for classroom preparation shall be consecutive with the 1.5 hours.
2. In the event that there are extenuating personal circumstances that prevent an employee from serving a designated workshop or classroom preparation day, that day may be served during the year when other tracks are in session provided a plan is established and approved by the principal in advance. Nothing in this language shall release the employee from having the classroom prepared for the beginning of the next track.
3. Employees with scheduled workshop days that fall prior to a holiday recess (ex: Thanksgiving and winter breaks) or occur after the last student day of the school year may arrange for another workday as outlined above. The district form shall reflect these exceptions.

G. Track Change

1. Employees whose track is ending, who rotate or rove, and whose students are on a minimum day may leave the campus following student departure and completion of checkout procedures in the office.
2. Track change room utilization may be by rotation or roving. However, the determination of an employee who roves shall be voluntary only. In the absence of a volunteer in a team, the team shall rotate at track change. No staff member or principal shall pressure an employee to rove.
3. Effective July 1, 2000, while the year round school 60/20 calendar is in effect, employees who rove or rotate and whose fourth of four prep/workshop days falls at the end of the school year, after the final student instructional day, that day will be considered a comp day and employee attendance will not be required.
4. Effective July 1, 2000, for those employees who rove or rotate and who have four rotations and prep days, each teacher may, with advanced planning and prior approval by the principal, obtain a substitute at the daily rate of pay, for the purpose of taking one comp day during the instructional year.

H. LEAVES

A job sharing program previously approved for the full school year may be terminated by the District when a track goes off at year round schools or at the trimester at schedules with a traditional calendar.

I. TRANSFERS

1. District-Initiated Transfer
 - a. Notice of District-initiated transfers for the coming school year shall be given in writing to the employees as soon as practical and normally no later than fifteen (15) contractual days before the end of the traditional school year or the employee's track for year-round employees.
 - b. Classroom employees shall not be transferred from a traditional school to a year-round school, or vice versa, after the start of that employee's school year, unless enrollment declines would require movement of the employee. Such transfer shall be structured so that, should the new assignment result in a shorter work year, no

loss of pay shall be experienced unless the employee declines the alternate duty for the balance of the days of the contract.

2. Track Assignments

For the initial year of implementation of a year-round school, the track assignment shall be based on the following criteria:

- a. Employee certification
- b. Seniority in the district
- c. Instructional requirements
- d. Program requirements
- e. Preference of the unit member

J. SALARIES

The payroll period shall be defined as monthly beginning with the first (1st) month of the contract year for each track

Appendix A-3 Salary Schedule (Group 17 YRS) 7/1/01 – 12/31/01

Salary Schedule (Group 17 YRS) 1/1/02 – 06/30/02

Appendix A-4 Salary Schedule (Group 18 YRS to Trad) 7/1/01 – 12/31/01

Salary Schedule (Group 18 YRS to Trad) 1/1/02 – 6/30/02

Appendix A-5 Salary Schedule (Group 19 Ext Contract) 7/1/01 – 12/31/01

Salary Schedule (Group 19 Ext Contract) 1/1/02 – 06/30/02

K. BASIC TEACHER SALARY SCHEDULE

1. Substitute Teaching Regular Staff

- a. Employees will be eligible for substitute employment.
- b. Employees so employed will be paid at a rate not less than the current rate paid long-term substitute teachers.

2. Whenever possible, the following guidelines will apply to these substitute teaching opportunities:

- a. Employees will normally be given priority over substitute teachers and will be called in accordance with their requests as filed with the Personnel Office.
- b. Long-term substitute teaching assignments will not be considered as intersession assignments.
- c. If possible, the substitute teaching opportunities will be shared equally with all employees who indicate an interest.
- d. When possible, employees will be called to substitute in their school of assignment.
- e. Employees retain the right to modify their preferences of assignment, including school, dates available, and grade level assignments.

EXTRA PAY

YRS Administrative designee position, when off track

Designee's per diem rate

YRS Administrative designee position, release days

Ten days in the form of release time, with a substitute provided an additional \$750 annual stipend will be paid to compensate the Designee for the additional responsibilities assumed on the 10 days and throughout the year, to be prorated if less than 10 are served.

Substitute teaching when off-track

15% above Long-term Substitute rate (currently 100 = \$115/day)

SIDE LETTER OF AGREEMENT
Rainbow Work Schedules

A committee comprised of two (2) representatives each for Speech and Language, Resource Specialist, Title 1, Miller-Unruh, Psychologists (selected by EEEA), site administration, and district office will meet within sixty (60) days of the completion of bargaining to review the present Rainbow Support Staff Work Schedule and to recommend revisions to the schedule for 2002 – 2003. Committees comprised of Speech and Language, Resource Specialist, and Psychologists with the other comprised Miller-Unruh and Title 1 will meet separately.

For the Association

For the District

Date _____

Date _____

**TENTATIVE AGREEMENT
BETWEEN
ESCONDIDO UNION SCHOOL DISTRICT (EUSD)
AND
ESCONDIDO ELEMENTARY EDUCATORS ASSOCIATION (EEEA)
FOR A NEW TWO YEAR CONTRACT
2016-2017, 2017-2018 SCHOOL YEARS**

Article I – Agreement

C. This Agreement, effective upon ratification shall continue in effect until 11:59 p.m. June 30, 2018

Article X – Work Hours/Work Year

H. Elementary SAI teacher prep – Employees assigned to an elementary SAI class setting, will be provided with three (3) substitute days each school year. The use for these substitute days will be determined at the site in cooperation with the employee and site administrator.

Article XVI – Benefits

E. District Contribution

1. The District annual contribution for fully benefited employees shall be determined by the actual 2017 benefit plan selected. Contributions and plans are listed on the rate sheet included in the 2016-2017 contract. A new rate sheet will be developed for the 2018 benefit plan year that will reflect any changes to the insurance rates and the number of employees who voluntarily waive insurance coverage. Other than these adjustments, the district annual contribution will remain as stated on the 2017 benefit plan sheet.

(Note – The tiered distribution listed in the above rate sheet is an approximate equivalent to increasing the cap up to an average of \$12,852 per benefited employee for a total district health and welfare contribution of \$19,574,033)

The district annual contribution for employees who are eligible for full benefits and who voluntarily elect to waive all insurance coverage will remain at \$10,000.

This annual contribution shall be applied to benefits for *each succeeding year starting with the 2017 plan year.*

Article XVII – Salary


(Fiscal Year 2016-2017) 2% Salary Schedule increase effective July 1, 2016. .25% salary schedule increase effective January 1, 2017

- **Doctoral Stipend** - \$1,500 per year (Effective July 1, 2017)
- **Master’s Stipend** - \$1,500 per year (Effective July 1, 2017)


The above stipends will be paid collectively for members who have both degrees. Qualifying degrees are listed in Article 17, 3 (a) of this agreement.

EEEA agrees to withdraw and not resubmit the current unfair labor charge pending before PERB

FOR THE DISTRICT



FOR THE ASSOCIATION



EUSD-EEEE SIDE LETTER OF AGREEMENT

REGARDING

**THE PROVISION OF UNASSIGNED TIME FOR ELEMENTARY
TEACHING STAFF DURING THE 2016- 2017 and 2017 – 2018
SCHOOL YEAR**

For the 2016-2017 and 2017–2018 school years only, elementary school classroom teachers in the first through fifth* grades shall have 100 minutes of unassigned time per 5 day work period set aside exclusively for preparation, planning, and parent conferences. The number of holidays, minimum days, and parent conferences are factors in calculating the total number of minutes of unassigned time.

This unassigned time will be provided through the addition of appropriately credentialed staff at each school site to be used exclusively for the instruction of physical education.

The physical education/preparation minutes program will be evaluated for effectiveness and continued funding by the end of the 2017-2018 school year to provide an opportunity to make corrections or changes agreed upon by EEEA and EUSD.

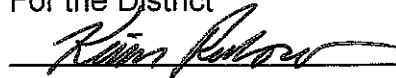
Site certificated staff and the administration will collaborate on creating a physical education schedule that satisfies the required minutes. The parties will work together to improve the operation and implementation of the program.

*fourth through eighth grade applies only at Quantum Academy. This side letter applies to first through fifth grade at every other elementary school.

For the Association



For the District



DATE: June 5, 2017

DRAFT PAYROLL HOURLY/DAILY CHART*

REFERENCE GUIDE ONLY, SUBJECT TO CHANGE

TEACHER

Teacher (full or part-time) that does instructional activities with students beyond the contract day would be paid at the current teacher salary schedule (Includes Home Hospital) Class IV, Step 8

Teacher that does non-instructional activities beyond the contract day \$35/hr
(Includes Home Hospital) (Could include prof. dev., meeting, or class set-up, before or after contract date)

Middle school teacher - teaching during prep Class IV, Step 8

Middle school teacher - teaching core academic subjects, as part of master schedule, during zero period, 9th, prep (not sub work) (Excludes Anytime School Assignments) Per Diem

EXTENDED YEAR (Days operated beyond the regular scheduled school year)

Regular Teacher Class IV, Step 8

Temp Teacher (offered assignment while under contract) Class IV, Step 8

Regular Teacher – filling in as a sub Class IV, Step 8

Special Ed – Ext Year is per diem for the # of hours worked, no lower than Class IV, Step 8 Per Diem

Substitute Teacher subbing for Ext Yr \$20/hr

Sub w/full credential teaching Ext Yr \$30/hr

SUBSTITUTE TEACHER

Regular Ed Monday through Thursday \$115/daily

Regular Ed Friday \$120/daily

District sub (chg eff 1/1/17) \$130/daily

Long-term (chg eff 1/1/17) \$140/daily

Special Ed \$120/daily

Sub w/full credential doing instructional activities beyond contracted day (ie: Anytime School) \$30/hr

Sub w/full credential teaching Ext Yr \$30/hr

Sub non-instructional and CELDT testing \$15/hr

Sub middle school prep period (eff 1/1/17) \$15/hr

Sub Social Worker \$30/hr

Home Hospital \$30/hr

PSYCHOLOGIST

Sub Psychologist \$30/hr

Regular Psychologist doing direct assessment with student present Step 8
(Psychologist salary schedule)

Regular Psychologist scoring assessments/writing reports \$35/hr

MISCELLANEOUS

Expulsion Panel \$50/hr

Preschool Teacher – extra hours (eff 1/1/17) Range 3, Step 3
(Permit Teacher salary schedule)

1.) Because absorption is not permitted, we do not pay for it

2.) Counselors subject to same rates listed for teachers

***Reference guide only and is subject to change.**

Items listed that are not specifically described elsewhere in the contract are not to be considered as contractual terms.

Revised 02/24/2017

