

**AN AGREEMENT BETWEEN THE**  
**CHOWCHILLA ELEMENTARY SCHOOL DISTRICT**  
**AND THE**  
**CHOWCHILLA ELEMENTARY TEACHERS ASSOCIATION**  
**2019—2023**

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## **AGREEMENT**

This is an agreement made and entered into this first day of July 2014 between the Chowchilla Elementary School District (hereinafter referred to as “District”) and the Chowchilla Elementary Teachers Association, an affiliate of CTA/NEA, (hereinafter referred to as “Association”).

# ARTICLE I

## AGREEMENT/RECOGNITION

### 1.1 AGREEMENT

1.1.1 The articles and provisions contained herein constitute a bilateral and binding Agreement (“Agreement”) by and between the Governing Board of the Chowchilla Elementary School District (“Board”) and the Chowchilla Elementary Teachers Association/California Teacher Association/National Education Association (“Association”), an employee organization.

1.1.2 This Agreement is entered into pursuant to chapter 10.7, Section 3540 – 3549 of the Government Code, hereinafter referred to as the “Act”.

### 1.2 RECOGNITION

1.2.1 The Board recognizes the Association as the exclusive representative of a certified bargaining unit which includes all contracted full time and part time teachers in the District and excludes all substitute teachers and all management, confidential, and supervisory employees, as defined in the Act, for purposes of meeting and negotiating.

## **ARTICLE II**

### **DISTRICT RIGHTS**

- 2.1 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.
- 2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific express terms of this Agreement, and then only to the extent such specific and express terms are in conference with the Law.
- 2.3 The express provisions of this Agreement constitute only the contractual limitations upon the Districts rights.
- 2.4 Any dispute arising out of or in any way connected with either the existence of or the exercise of the rights of the District set forth herein above, or any other rights of the District not expressly limited by clear and explicit language of the Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subjective to grievance provisions set forth in ARTICLE III.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **3.1 DEFINITIONS**

- 3.1.1 A “grievance” is defined as a statement by a unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Other matters for which a specific method of review is provided by Law, by the rules and regulations of the Board of Trustees, or by the Administrative regulations and procedures of this School District are not within the scope of this procedure.
- 3.1.2 A “day” is a day which the central administrative office of the District is open for business.
- 3.1.3 The “immediate supervisor” is the lowest level site administrator having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.

#### **3.2 RIGHTS**

- 3.2.1 The employee shall be entitled, upon request, to representation by the Association at all grievance meetings beyond Level I as described on the following pages; however, the grievant must be present at each level of the grievance procedure. In situations where the Association has not been invited to represent the grievant, the District shall not agree to final resolution of the grievance until the Association has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter.
- 3.2.2 The grievant may terminate the grievance at any time by giving written notice to the Association and the District. Failure to comply with the time limits to attend scheduled meetings or discuss or hear the grievance, or to provide requested information at the grievant’s disposal relating to the subject matter of the grievance shall be deemed a termination of the grievance by the employee.
- 3.2.3 There shall be an earnest effort on the part of both parties to settle grievances promptly through the levels listed in this procedure.

#### **3.3 INFORMAL**

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



3.4 FORMAL

3.4.1 LEVEL I:

3.4.1.1 Within seven (7) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor.

3.4.1.2 This statement shall be a clear, concise statement of the grievance, the circumstances involved, any decision that may have been rendered at the informal conference, and specific remedy sought.

3.4.1.3 The supervisor shall communicate a decision to the employee in writing seven (7) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to LEVEL II.

3.4.1.4 Within the above time limits either party may request a personal conference with the other party.

3.4.2 LEVEL II:

3.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent or designee within seven (7) working days.

3.4.2.2 This statement should include a copy of the original grievance, the decision rendered, and a clear concise statement of the reasons for the appeal.

3.4.2.3 The Superintendent or designee shall communicate a decision within seven (7) working days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to LEVEL III.

3.4.3 LEVEL III:

3.4.3.1 Within ten (10) work days after receipt of the Superintendent's decision or the deemed denial of the grievance, the Association may submit the grievance to advisory arbitration. The request shall be made by submitting a copy of the written grievance, plus a clear and specific written statement of the basis for the grievance, the relevant facts and that portion of the decision being appealed. The District and Association shall request the State Mediation and Conciliation Service provide a list of seven

arbitrators. Absent mutual agreement on a particular arbitrator, the neutrals shall be selected by each party alternately striking names from that list until only one remains.

3.4.3.2 All grievances submitted to advisory arbitration shall be limited to alleged violation of the express terms and conditions of this agreement.

3.4.3.3 The arbitrator will be without power or authority to amend, add to or subtract from this Agreement, but shall be restricted to a decision as to whether the Agreement has been violated and the relief, if any, to which the grievant is entitled. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence and costs of a hearing room will be borne equally by the Association and the District. All other expenses will be borne by the party incurring them.

3.4.3.4 Within ten (10) work days after receipt of the advisory arbitration decision, the grievant may request a final review with the Board of Trustees, or the Board will make a final decision. If a final review is requested by the grievant, the Board will make its final decision fifteen (15) work days thereafter.

### 3.5 CONFIDENTIALITY

3.5.1 In order to encourage a professional and harmonious disposition of unit members' complaints, it is agreed that from the time a grievance is filed until it is processed through all levels of the procedure, neither the grievant nor the Association, nor the District shall make public either the grievance or the evidence regarding the grievance.

### 3.6 REPRISAL

3.6.1 There shall be no reprisal against a unit member for filing a grievance or assisting in the procedures listed on the preceding pages.

### 3.7 GRIEVANCE FILES

3.7.1 The District records dealing with the filing and processing of a grievance shall be maintained separately from personal files.

## ARTICLE IV

### PAYROLL DEDUCTIONS

#### 4.1 PAYROLL DEDUCTION AUTHORIZATIONS

Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 2<sup>nd</sup> and September 1<sup>st</sup> of any year. Pursuant to such authorization, the Board shall deduct one tenth (1/10) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately prorated to the complete payments by the end of the school year.

#### 4.2 ASSOCIATION RESPONSIBILITY

The Association agrees to furnish any information needed by the Board to fulfill the provisions of Article IV.

#### 4.3 ADDITIONAL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, and other plans or programs jointly approved by the Association and Board.

AB119: The MOU dated November 2, 2017, and agreed upon between the district and unit will be utilized as the guidance for this provision.

## **ARTICLE V**

### **WORK YEAR**

- 5.1 The number of scheduled work days for the regular unit member shall be one hundred eighty four (184) days and one hundred eighty five (185) days for new teachers during any year covered by this Agreement. The specific days on which such service is to be rendered shall be determined by the district after consultation with the Association.

# ARTICLE VI

## HOURS OF WORK

### 6.1 HOURS

The length of the unit member work day including preparation time, (45) minute duty free lunch, relief period, and time required before and after school shall not exceed 7 hours and 30 minutes. Requirements under **OTHER DUTIES** will periodically need to go beyond the 7 hours and 30 minutes. Flexibility will be allowed during rainy days, minimum days, or extreme circumstances.

Accrual and deductions will be calculated at 7 hours.

### 6.2 SPECIALIST TEACHERS

Full time teachers not assigned to a regular class are to be on duty at least 7 hours and (30) minutes each day. Teachers on Special Assignment, with administrator approval, may find it necessary to adjust their daily working hours in order to address training opportunities for staff and parents. The instructor will still recognize the 7 hour and 30 minute work day.

### 6.3 MINIMUM DAY

Minimum days are scheduled for particular purposes. The time worked shall coincide with the purpose (i.e. parent conferences, articulation, holidays). Duty during minimum days will be adjusted accordingly.

### 6.4 OTHER DUTIES

In addition to the required minimum hours specified in this Article, employees are expected to continue to perform other reasonable duties. Such duties include, but are not limited to:

- 6.4.1 Planning, selecting and preparing materials for classroom instruction
- 6.4.2 Receiving and evaluating work of pupils
- 6.4.3 Conferencing with pupils, parents, staff, and administration
- 6.4.4 Assigned pupil supervision, which shall be distributed in a reasonably equitable manner among unit members at the site throughout the school year.
- 6.4.5 Attending faculty, departmental, or grade level meetings
- 6.4.6 Providing supervision in school or club activities
- 6.4.7 Attendance and participation in Back to School Nights, Open House, and Parent/Teacher or Site Council Meetings

- 6.5 Attendance at professional growth, faculty, departmental, or grade level meetings, or any combination of the above, may extend up to one (1) hour beyond the regular work day. The frequency of the aforementioned meetings shall be not more than one (1) per week.
- 6.6 The last hour of staff development time shall be made available twice a year for CETA business. The dates shall be mutually agreed upon by district and CETA leadership.
- 6.7 Site Administration will at least twice per year provide staff with the opportunity to give written feedback and suggestions related to meeting topics and effectiveness.

## ARTICLE VII

### TRANSFERS

- 7.1 Responsibility for change of assignment or transfer shall be under the direction of the Superintendent and shall be made to serve the best interests of the school district.
- 7.1.1 A transfer is a change in teaching position from one school to another. A transfer may be requested by a teacher or an administrator. Permanent teachers will use the “Certificated Intent Notice” to request consideration for transfer opportunities.
- 7.1.2 A change of assignment within a given school shall be the responsibility of the building principal.
- 7.1.3 A request for transfer may be withdrawn at any time.
- 7.1.4 The District shall publish and post vacancies for a minimum of one (1) day before filling the vacancy. New positions to the District shall be posted for five (5) days.
- 7.1.5 In considering a request for transfer the convenience and wishes of the individual teachers shall be given consideration.
- 7.1.6 If more than one (1) teacher has applied for a given position, the teacher best qualified as to preparation, experience, and competence for that position and best meeting the needs of that school shall be appointed. Qualifications being equal, seniority in the school district shall prevail. Upon request, unsuccessful candidates will be provided with relative standing among candidates.
- 7.1.7 A principal desiring to transfer a teacher shall complete and submit a Transfer Request Form to the Superintendent with the full knowledge of the teacher involved.
- 7.1.8 Teachers being considered for transfer under this provision shall be entitled to discuss the reasons for the situation leading up to the request and/or may, by request, receive written reasons for the proposed transfer.
- 7.1.9 Disposition of the transfer shall be made as soon as practicable.
- 7.1.10 Should the request be denied, then, upon request of the principal a conference will be arranged with the Superintendent to explain the reasons for the decision.
- 7.1.11 Notice of a transfer requested by the Office of the Superintendent shall be given to the teachers as early as practicable.

## **ARTICLE VIII**

### **CLASS SIZE**

- 8.1 The Chowchilla School District realizes that class size has an impact on instruction. Therefore, class size average between similar classes within a site shall be as equal as possible. However, said class size may vary dependent on fluctuation in enrollment, availability of qualified personnel, availability of facilities, financial resources or by mutual consent of the affected faculty and administration.
- 8.2 A meeting can be requested by the unit or district at any time to discuss class size concerns.



## ARTICLE IX

### ASSOCIATION RIGHTS

#### 9.1 ACCESS

9.1.1 Authorized Association Representatives shall in accordance with the conditions noted herein, have the right of reasonable access to the District facilities for the purpose of contacting unit members and transacting lawful Association business. Upon arriving at a school site any such representative shall first report to the office of the site administrator to announce his/her presence and the intended purpose and length of visit.

9.1.2 In no event shall any representative or unit member interrupt or interfere in any way with the normal work schedule. Contacts with unit members shall be limited to non-classroom teaching hours, such as breaks, lunch periods, and before and after school.

9.1.3 The Association may utilize District facilities outside of District operation hours for meeting purposes, subject to the provisions of Chowchilla School District Policy and Regulation 1330. The Association Representatives shall obtain prior approval for such use from the site administrator, if applicable. The Association shall provide its own supplies and materials to be used in conjunction with its use of equipment and buildings.

#### 9.2 DISTRIBUTING AND POSTING OF MATERIALS

9.2.1 The Association may distribute organizational literature on District property provided it conforms to the content restriction in Section 9.4 hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts unit members who are performing their duties. Literature may be distributed or left for pickup in coffee rooms, faculty rooms and in other appropriate site locations as designated by the site administrator.

9.2.2 The Association shall have the right to post notice of Association concerns (consistent with section 9.4.1 hereof) on bulletin boards located at each work location which have been designated and assigned by the District as Association bulletin boards. Said bulleting board shall be in a visible and accessible location.

9.3 USE OF SITE MAIL BOXES

9.3.1 The Association shall have reasonable use of the internal school mail system to distribute organizational materials which conforms to the content restrictions of section 9.4 hereof. It shall provide to the Superintendent a complete copy of the material to be deposited in school mailboxes when distributed to all unit members.

9.3.2 The Association shall have the right to access the Districts electronics communication system in the same manner as the internal mail system as stated in 9.3.1. At no time shall the District electronic communication system be used/ viewed for the purpose of Association business during classroom time.

9.4 CONTENT RESTRICTIONS

All items posted on District bulletin boards or distributed on the District's school mail system shall not be defamatory, obscene or hold an individual to ridicule or otherwise be in violation of any law, regulation or board policy. Such items shall be clearly identified as Association correspondence and identify the author. Any items not in compliance shall be removed immediately.

9.5 NAMES AND ADDRESSES

9.5.1 The District shall, upon request of the association, by October 15<sup>th</sup> of each school year, furnish to the Association, without charge, a list of the names, addresses, and telephone numbers of all unit members. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any 3<sup>rd</sup> parties.

9.6 The local CETA President will be provided with three (3) full days or six (6) one-half (1/2) days release time for the purpose of dealing with local negotiations and the processing of complaints or for the purpose of meeting to communicate with the administration.

# ARTICLE X

## LEAVE PROVISIONS

### 10.1 PERSONAL ILLNESS AND INJURY LEAVE

Full time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full time unit member in a comparable position.

10.1.1 After all earned leave as set forth in 10.1 is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of 10.1.3 below are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee, employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute. The (5) month period shall begin on the tenth (10<sup>th</sup>) day of absence due to illness or injury.

10.1.2 If a unit member does not utilize the full amount of leave as authorized in section 10.1, in any school year, the amount not utilized shall be accumulated from year to year.

10.1.3 In cases of suspected abuse or instances of sick leave involving three (3) or more consecutive days or multiple sick leaves of any duration involving the same or related illness or condition, the District may require a unit member to provide a physician's release verifying the unit member's illness and the unit member's fitness to return to service, before the unit member can return to duty. If such an absence or absences occur at the end of the school year, such verification may be required before the unit member can return to duty the next school year. If the District is not satisfied with the physician's release provided by a unit member or the District has reasonable cause to suspect that a unit member has abused his/her sick leave, the District may require the unit member to undergo an examination by a physician, to be selected by the District, at the District's expense.

10.1.4 Whenever possible, a unit member must call the District Office Operator as soon as the need to be absent is known but in no event less than one and a half (1 ½) hours prior to the start of the work day to permit the employer time to secure a substitute's service. Failure to provide adequate notice shall be grounds for denial of leave or pay or other disciplinary action.

- 10.1.5 A unit member who is absent for one half (1/2) day or less shall have deducted one half (1/2) day from the accumulated leave; and if the absence exceeds more than one half (1/2) day, a full day shall be deducted from accumulated leave.
- 10.1.6 Unless otherwise notified, the District may assume that a teacher shall return following the use of sick leave.
- 10.1.7 For any teacher who uses a maximum of two (2) days or less of sick leave during a school year, the District shall provide that employee with a term life insurance policy in the amount of \$10,000 in the subsequent school year at no cost to the employee. The District shall continue to provide such coverage in each succeeding year as long as the teacher uses a maximum of two (2) days or less of sick leave.
- 10.1.8 Each unit member shall be notified of the accumulated leave no later than October 1<sup>st</sup> of each school year.

10.2 PERSONAL NECESSITY LEAVE

- 10.2.1 Leave which is credited in Section 10.1 of this Article, may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year. (Education Code Section 44981)
- 10.2.2 For purposes of this provision, personal necessity shall be limited to: (a) family or personal crises; (b) death or serious illness of a member of the unit member's immediate family; (For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the employee or any relative living in the immediate household of the employee; and such close relations as can be identified to the Superintendent); (c) an accident which is unforeseen, involving the unit member's person or property, or the person or property of a unit member's immediate family;(d) adoption of child or children; (e) other personal necessities which are allowed at the discretion of the Superintendent or designee; (f) one (1) day of personal business (to be subtracted from the total available seven (7) days maximum of personal necessity leave) may be used without having to state additional reasons. No more than four (4) teachers per day may use this leave provision without District approval.
- 10.2.3 Before the utilization of personal necessity leave, a unit member must give prior notification to the immediate supervisor, except for cases (a), (b), and (c) in Section 10.2.2 above. Should the circumstances outlined above in (a), (b), and (c) arise, the employee shall make every effort to comply with District procedures to enable the District to secure a substitute.

10.2.4 Under all circumstances a unit member shall complete a request/report of absence form.

10.3 BEREAVEMENT LEAVE

10.3.1 A unit member shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if one way travel is three hundred (300) miles or more, without loss of salary for the death of any member of the immediate family as defined in section 10.2.2.

10.4 LEAVE FOR PREGNANCY DISABILITY

10.4.1 Unit members are entitled to use sick leave as set forth in section 10.1 and section 10.1.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by a unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

10.5 LEAVE WITHOUT PAY FOR CHILDBEARING PREPARATION AND CHILD REARING

Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.

10.5.1 The unit member shall request such leave as soon as practicable, but under no circumstances, less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end leave without pay.

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

10.5.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30<sup>th</sup> in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

10.5.4 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on leave for child preparation or leave for child rearing, whether or not the illness or disability is related to pregnancy, miscarriage, childbirth, or recovery therefrom.

10.5.5 There shall not be a diminution of employment status for child bearing or child rearing, except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction

in force purposes, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.

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

10.6 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

10.6.1 Unit members will be entitled to industrial accident and illness leave according to the provisions in Education Code 44984, for personal injury or illness which arise in the course and scope of the performance of services for the District.

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

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

10.6.4 For any days of absence from duty, as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Fund or the Districts Workers' Compensation JPA which would make total compensation from both sources exceed one hundred percent (100%) of the amount the unit member would have received as salary, had there been no industrial accident or illness. If the unit member fails to endorse the District any wage loss disability, indemnity check received on account of the industrial accident or illness, as provided above, the District shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to the unit member.

10.7 CATASTROPHIC LEAVE

10.7.1 Unit members are entitled to apply for Catastrophic Leave under District Policy 4161.9 & (see Appendix C)

10.8 JUDICIAL LEAVE

10.8.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, for reasons not brought about through the misconduct of the

unit member. The unit member shall submit a request for an approved absence no less than twenty-four (24) hours prior to the beginning date of leave.

10.8.2 The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earning and any amount received for the jury service; any fees received, if not deducted from salary, shall be remitted to the District within ten (10) days.

10.9 OTHER LEAVES WITHOUT PAY

10.9.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, salary schedule increment increase, gain in seniority, and tenure credit, may be granted for a period of up to one (1) school year for the following purposes; care for a member of the immediate family who is ill, long term illness of the unit member, service in an elected public office, professional study or research, public service, or employment related to education.

10.9.2 The employee on leave shall notify the District Superintendent's Office by February 15<sup>th</sup> of the school year, indicating an intent to return to employment with the District. Failure to so notify will be considered an abandonment of position.

10.9.3 The benefits which are expressly provided by this section, Article 10.0, are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated either directly or implied into this agreement, nor are such other benefits subject to the grievance procedure, Article 3.0.

## ARTICLE XI

### EVALUATION PROCEDURES

#### 11.1 GENERAL

11.1.1 It is understood and agreed to by the Association and the District that the primary objective in the evaluation of certificated employees is to provide assistance to said employees in the improvement of their professional skills, and that the evaluation procedures hereinafter described shall be carried out with the intent of meeting that objective.

11.1.2 The District retains sole responsibility for the evaluation and assessment of performance of each teacher, subject only to the following procedural requirements. Accordingly no grievance arising under this Article shall challenge the substantial objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator. Any grievance shall be limited to a claim that the following procedures have been violated.

11.1.3 There will be three (3) rating columns on the Evaluation Report.

“Meets Standards” – Stipulates that the evaluatee has through observation of his/her professional practices, met the standards of the CSTP in a proficient manner.

“Needs Strengthening” – Stipulates that the teacher has, through observation of his/her professional practices, met the standards of the CSTP in an overall satisfactory manner, but has one or more areas that need strengthening. Suggestions for improvement will be noted on informal observations, the Formal Observation Report and the Certificated Evaluation Report. Receiving a “Needs Strengthening” does not automatically trigger a subsequent formal evaluation the following year. However, a teacher may request a subsequent evaluation at any time.

“Does Not Meet Standards” – Stipulates that the teacher has not met the Standards of Professional Practice as specified in the agreed upon CSTP standards, as determined by direct and ongoing observation of professional practice.



## 11.2 EVALUATION FREQUENCY

Evaluation and assessment of the performance of teachers shall be made on a continuing basis as follows:

- a. At least once each school year for probationary personnel.
- b. At least every other year for personnel with permanent status.
- c. At least every 3 years for personnel with permanent status who have been employed at least 10 Years with the school district, are highly qualified, and whose previous evaluation rated the employee as “Meets Standard”, if the evaluator and teacher being evaluated agree. The teacher or the evaluator may withdraw consent at any time.

## 11.3 ORIENTATION

Prior to the conclusion of the 15<sup>th</sup> instructional day of each school year, the immediate administrator shall assist the teacher by providing one (1) or more meetings to review evaluation policies and procedures, and by offering instruction as to the proper use of all forms included in the Evaluation Packet (Addendum D).

The Evaluation Packet contains the following forms:

1. Certificated Evaluation Procedures (informational only)
2. Pre-Formal Observation Plan
3. Formal Observation Report
4. Certificated Evaluation Report
5. California Standards for the Teaching Profession
6. Continuum of Professional Standards

## 11.4 EVALUATION PROCEDURES

11.4.1 Before the close of the 15<sup>th</sup> instructional day, the teacher shall be given a copy of the Evaluation Packet and shall be informed of who will conduct the evaluation.

11.4.2 Teachers to be evaluated in a given school year will be so informed prior to the end of the 15<sup>th</sup> instructional day. The evaluation will be conducted by the administrator to whom the individual teacher is directly responsible. The primary evaluator may delegate portions of the evaluative procedures, but is ultimately responsible for the final written evaluation summary, which must bear his/her signature.

11.4.3 A preliminary conference between teacher and evaluator will be held to discuss/agree on an evaluation plan. The conference will be held within 45 working days of the commencement of the evaluation year. If necessary, see “Lack of Agreement Procedure” 11.8.

11.4.4 Assessment shall be by reflection, observation, documentation, and conference. The Evaluation Plan shall include identification of one CSTP standard as primary consideration.

11.4.5 Administration will provide the teacher, at risk of being marked needs strengthening, with an opportunity to remedy the practice prior to the final evaluation being completed.

11.5 IDENTIFYING CONSTRAINTS

In developing objectives and assessment techniques, factors which might hinder the achievement of objectives are identified as constraints.

11.5.1 If such constraints cannot be overcome by planning or reasonable exercise of skill, consideration should be given to modification of the proposed objectives or selection of a more feasible objective.

11.5.2 It is possible that later during the school year, certain support requirements may become unavailable and consequently affect the achievement of objectives. Such constraints may be noted and original objectives modified by the evaluator accordingly.

11.6 CLASSROOM EVALUATION PROCEDURES

11.6.1 Each formal classroom observation shall include information relevant to at least one full teaching lesson observation and shall be followed by an observation conference within ten (10) school days of the observation. At that time, the Formal Observation Report shall be discussed.

11.6.2 Teachers who receive an initial negative observation relevant to classroom techniques shall receive a minimum of one subsequent observation, conference and written observation report.

11.6.3 Teacher's evaluator shall make constructive suggestions for correction in cited areas which do not meet standards, and shall explain the options for obtaining appropriate assistance.

11.6.4 If intervention brings identified areas up to a proficient level of practice, subsequent observations will indicate this.

11.6.5 Informal observations can occur at any time. Informal Observations which occur during the evaluation year may impact the final evaluation.

11.7 SUMMARY EVALUATION

11.7.1 Purpose of Summary Evaluation: The Certificated Evaluation Report (Appendix D) provides the teacher with an assessment of his/her professional practice based upon the CSTP and the Continuum of Professional Standards.

11.8 LACK OF AGREEMENT PROCEDURE

- 11.8.1 Disagreement Definition: A lack of agreement will exist when the teacher and the evaluator acknowledge the difference of opinion or disagreement at the initial stage of establishing a Pre-Formal Observation Plan, or during modification of agreed-upon Pre-Formal Observation Plan or when selecting a consulting teacher or academic coach.
- 11.8.2 Lack of Agreement Procedure: When the teacher and evaluator cannot resolve a difference of opinion over the Pre-Formal Observation Plan or choice of peer support, either of the two parties may request the assistance of an Evaluation Committee. This committee will review the disagreement and will offer a recommendation for its resolution. The findings of this committee are binding on both the evaluator and teacher.
- 11.8.3 Committee Composition: The primary evaluator chooses a member, the teacher chooses a member, and the Superintendent chooses a member.

11.9 PERMANENT TEACHER INTERVENTION SUPPORT

- 11.9.1 A permanent teacher who receives a “Does Not Meet Standards” evaluation in domains 1 through 5 of the California Standards for the Teaching Profession as provided in this Agreement shall be evaluated the following year if deemed necessary by the evaluator.
- The teacher will work with their evaluator to develop an “individual support plan” for improvement during the course of the evaluation process. The evaluation plan shall include identification of one CSTP standard as primary consideration.
- 11.9.2 The judgements reached by the evaluator are not subject to the grievance procedure. Judgements shall be based on observation, evidence and data.
- 11.9.3 The primary focus of the teacher intervention is to provide assistance and renew quality teaching.
- 11.9.4 Assistance may be provided by an administrator, consulting teacher or academic coach. (If necessary, see “Lack of Agreement Procedure” 11.8)
- 11.9.5 Nothing in this article precludes the principal or District from doing simultaneous informal observations and/or evaluations.

11.9.6 The course of assistance may include one or more of the following:

1. Multiple classroom observations by an administrator, consulting teacher or an academic coach.
2. Assistance specific to the Standard which has been evaluated as “Does Not Meet Standards” or other areas deemed in need of assistance by the consulting teacher, academic coach or evaluator.
3. Opportunities for the teacher receiving assistance to observe exemplary practice either by the consulting teacher or an academic coach.
4. District provided professional development opportunities.
5. Conference attendance, often in the company of a consulting teacher or academic coach to facilitate reflection on how this experience fits into the Individual Learning Goals.
6. Other forms of assistance which the consulting teacher, academic coach or evaluator may deem necessary.

11.10 CONSULTING TEACHERS

- A. Consulting teachers shall be permanent teachers.
- B. Consulting teachers shall be released to provide assistance when needed in this program.
- C. The number of consulting teachers to be released shall be determined by the number of eligible evaluatees.

11.11 GOVERNING BOARD REVIEW OF RECOMMENDATIONS

- 11.11.1 Nothing herein shall preclude the Board from examining information which it is entitled to by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

11.12 RETENTION OF EDUCATION CODE RIGHTS

- 11.12.1 Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code related to the employment, classification, retention or non-reelection of certificated employees.
- 11.12.2 Nothing herein shall modify or affect the District’s right to issue notices (of unsatisfactory performance) pursuant to Education code Section 44938, or disciplinary action pursuant to Article 21, Just Cause.

## **ARTICLE XII**

### **NONDISCRIMINATION**

The Association or District shall not, in administering the Articles of this Agreement, discriminate against any unit member because of race, color, religion, gender, marital status, sexual orientation, ethnic origin, or lawful affiliations or for membership or non-membership or participation in lawful activities of an employee organization.

## **ARTICLE XIII**

### **SAVINGS PROVISION**

If any provision(s) of this Agreement is held contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE XIV**

### **CONCERTED ACTIVITIES**

- 14.1 It is agreed and understood that there will not be a strike, work stoppage, slow down, picketing in connection therewith or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, including compliance with the request of other labor organizations to engage in such activity.
- 14.2 The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees, in good faith, to take all necessary steps to cause those employees to cease such action.

## **ARTICLE XV**

### **EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, District practices and procedures shall prevail.



## **ARTICLE XVI**

### **COMPLETION OF MEET AND NEGOTIATION**

- 16.0 It is agreed that both parties may open two items each for negotiation purposes during the 2019-2020, 2020-2021, and 2021-2022 school year.

## **ARTICLE XVII**

### **TERM**

This Agreement shall remain in full force and effect up to and including June 30, 2023 and thereafter shall continue in effect year by year unless one of the parties notifies the other, in writing, no later than March 15<sup>th</sup> of its request to modify, amend, or terminate this Agreement.

## ARTICLE XVIII

### COMPENSATION

#### 18.1 GENERAL

It is agreed by and between the District and CETA that the "Piece of the Pie" calculation, as applied to the LCFF net change from the previous year's base revenue, exclusive of supplemental and concentration funds, shall be distributed per CETA's discretion between salary and health and welfare benefits. CETA shall determine the percentage of the "Piece of the Pie" calculation to allocate to the salary schedule and the health and welfare benefits cap.

The parties agree to the mutual goal of maintaining continuous growth of the salary schedule by annually committing a portion of the above mentioned distribution to salary in order to recruit, attract and retain high quality teachers.

It is further agreed the District and CETA negotiations teams will examine the total compensation package of the identified comparison school districts annually for measurement of competitiveness related to salary and benefits. An addendum (Appendix F) to this article shall be the formula and description of the "Piece of the Pie" calculation, as well as the list of identified comparison school districts.

18.2 Full teaching service credit may be allowed on the salary schedule for experience outside the Chowchilla School District.

18.3 No unit member shall move below the limits in any column on this schedule. Unit members already beyond the limits shall remain where placed, but shall not realize any further movement until all the requirements for advancement are met.

18.4 Not more than one (1) vertical move on the salary schedule shall be made by a unit member in one (1) year of employment under the provisions of the contract.

#### 18.5 Premium for a Master's Degree, and for a Credential or Certificate Designating a Bilingual Teacher

Effective July 1<sup>st</sup>, 2003, the Master's Degree, and for a Credential or Certificate Designating a Bilingual Teacher, shall be calculated as a separate stipend per Addendum B per school year.

18.6 COLUMN REQUIRMENTS

- Column I Requires a BA/BS degree and appropriate credentials.
- Column II Requires a BA/BS and thirty (30) semester units of upper-division or graduate class work in an accredited college or university and appropriate credentials. An appropriate credential is at least a Preliminary Credential.
- Column III Requires a BA/BS degree and forty-five (45) semester units of upper division or graduate class work in an accredited college or university and appropriate credentials.
- Column IV Requires a BA/BS degree and sixty (60) semester units of upper division or graduate class work in an accredited college or university and appropriate credentials.
- Column V Requires a BA/BS degree and seventy-five (75) semester units of upper division or graduate class work in an accredited college or university and appropriate credentials.

18.7 STEPS

Each step of the salary schedule, one (1) through eighteen (18) shall represent one (1) year of experience or service.

18.8 CHANGE OF COLUMN

Unit members desiring to change columns must present said request to the District on or before September 15<sup>th</sup> of the year in which the change in salary position is to be effective.

18.9 ANNUAL COMPENSATION FOR SPECIAL ASSIGNMENTS:

(See Appendix B) Additional compensation may be earned by prior voluntary individual agreement between the District and a unit member for the performance of specified special assignments for a specified length of time, as set forth in Appendix B.

18.10 FILLING STIPEND POSITIONS

Filling Temporary Stipend Positions listed on Addendum B, Stipend List in the filling of positions listed on Addendum B of the contract the method shall be as follows:

Step One: All temporary stipend positions shall be posted for at least five days, each year, at all schools of the district before positions are filled. School principals have the responsibility to fill temporary stipend positions with qualified candidates who meet the requirements for the positions. Certificated employees of the district who meet the requirements for a position will be offered the position. If a temporary stipend position is not filled by a qualified certificated employee of the district the district shall move to Step Two.

Step Two: Should a temporary stipend positions not be filled by a qualified certificated employee of the district the school principal shall fill the position with the most qualified applicant who meets the requirements for the

position. However, the individual shall not be paid an amount greater than what is stated for the position in Addendum B.

18.11 The district shall compensate all certified employees that work for Summer School and After School Remedial Programs at the rate of \$30.00 per hour.

18.12 Unit members participating in pre-approved non-instructional activities such as trainings and project development outside of the normal work day will be compensated at the rate of \$30.00 per hour.

18.13 SECONDARY PAID PREP PERIOD

Unit members at Wilson Middle School may serve as substitute teachers during their regularly scheduled preparation period. The site will make every effort to contract a substitute before approving a paid teacher prep. If an out-of-district substitute is not available and no unit member volunteers his/her service, the District may assign substitute duties to unit members on an equitable rotational basis. A unit member serving as a substitute teacher for their regularly scheduled prep period shall be compensated at the rate of \$25.00 per period.

18.14 EMERGENCY ELEMENTARY SUB COVERAGE

Whenever all students in a class of K-6 schools are reassigned to other regular classroom teachers because their regular teacher is absent for the “full day” or “half day” and no substitute is available, the teacher(s) instructing these students shall be compensated based on the number of students they are assigned. K-6 teachers will receive \$5.00 per student for full day coverage and \$2.50 per student for half day coverage. Certificated personnel not assigned to a regular classroom position are not eligible for this compensation and may be assigned students.

## ARTICLE XIX

### EARLY RETIREMENT INCENTIVE

- 19.1 The District will contribute the exit premium cost for major medical coverage for the retiree and spouse. The coverage to be provided for the retiree and spouse under this section shall be equivalent to that provided to all certificated employees in effect at the time of retirement, if any, as set forth in Article XX. To qualify unit members must have worked in the District twelve (12) or more years. Unit members must apply in writing to the District by deadline set by the carrier qualifications and requirements to receive this benefit.
- 19.2 This early retirement incentive will be applicable for unit members between unit members between the ages fifty-seven (57) and continue through age sixty-four (64) unless the retiree is eligible for Medical/Medicare Health Coverage at an earlier age.
- 19.3 Should the age of Medicare eligibility change the parties agree to revisit this item and schedule a meeting within 30 days to discuss section 19.2.

## **ARTICLE XX**

### **BENEFITS**

#### 20.1 HEALTH, DENTAL, AND VISION INSURANCE

It is agreed that the District's contribution to the health, dental and vision premiums, as determined in section 20.2.1 of the Certificated Contract, be \$10,995. C.E.T.A. has the option to use a portion of the "Piece of the Pie" formula calculation to increase the amount of the District contribution as defined in section 18.1

20.2 The specific programs/coverage's to be provided to unit members and dependents in conformance with 20.1 above shall be as described in Appendix G.

#### 20.3 BENEFITS CONTRACT CONCLUSION

At the conclusion of the term of the contract, the amount the District contributed for the Benefit Package in the last year of the contract will not be exceeded and will remain at that level until a new contract can be negotiated.

20.4 The association may annually address/adjust the plan(s) that are offered to its unit members as allowed by the insurance carrier.

#### 20.5 CHANGING INSURANCE CARRIERS

The District agrees to meet and negotiate with the Association prior to changing insurance carriers. However, the District retains sole and final approval in all matters pertaining to insurance coverage.

**Appendix - A**

**SALARY SCHEDULE**  
**Chowchilla Elementary School District**  
**2017-2018**  
**(Includes .97% Increase)**

<b>Experience</b>	<b>Degree</b>	<b>Degree + 30</b>	<b>Degree + 45</b>	<b>Degree + 60</b>	<b>Degree + 75</b>
1	\$49,202	\$53,017	\$54,986	\$56,955	\$58,925
2	\$50,430	\$54,986	\$56,955	\$58,925	\$60,893
3		\$56,955	\$58,925	\$60,893	\$62,864
4		\$58,925	\$60,893	\$62,864	\$64,832
5		\$60,893	\$62,864	\$64,832	\$66,802
6		\$62,864	\$64,832	\$66,802	\$68,771
7			\$66,802	\$68,771	\$70,741
8			\$68,771	\$70,741	\$72,708
9			\$70,741	\$72,708	\$74,678
10			\$72,708	\$74,678	\$76,647
11				\$76,647	\$78,617
12				\$78,617	\$80,586
13				\$80,586	\$82,555
14				\$82,555	\$84,524
15					\$87,249
16					\$89,978
17					\$92,704
18					\$95,430
20					\$96,714

**Approved 12.10.18**



**Appendix - B**

**EXTRA DUTY COMPENSATION**

<b><u>Stipend Position</u></b>	<b><u>Amount</u></b>	<b><u># of Approved Positions</u></b>
Band Director	\$1,500	1
Band Auxiliary	\$1,000	1
Testing Leader	\$ 750	3
Designated Bilingual With CLAD	\$1,150	Varies
Student Body Director	\$1,000	1
Activities Director	\$1,000	1
Athletic Director	\$1,500	1
Wrestling Coach	\$1,000	1
Volleyball Coach	\$1,000	2
Track Coach	\$1,000	1
Basketball Coach	\$1,000	4
Softball Coach	\$1,000	1
Baseball Coach	\$1,000	1
Soccer Coach	\$1,000	2
Yearbook Advisor	\$1,000	1
Pentathlon Coach	\$1,000	4
BTSA	\$2,000	Varies
Speech/Debate Coach (12.16.15)	\$1,000	1
Academic Coach Extra Duty (5.9.14)	\$6,000	4
Academic Coach Mileage (8.15.17)	\$ 900	4
Master Degree	\$1,000	Varies
Cross Country Coach (3.12.18)	\$1,000	1
Doctoral Stipend (3.12.18)	\$ 500	Varies

## Appendix - C

# Chowchilla ESD

## Administrative Regulation

### Catastrophic Leave Program

#### AR 4161.9 Personnel

The Governing Board has determined that a Catastrophic Leave Program shall be developed for the benefit of certificated employees of the Chowchilla Elementary School District.

#### **DISTRICT CATASTROPHIC LEAVE BANK**

The District shall create a Catastrophic Leave Bank consisting of 30 days beginning July 1 of each year that will not be cumulative. Should the bank be exhausted before July 1 of the New Year, it will not be replenished until that time.

All unit members with no less than one year of service will be eligible for participation.

Each certificated employee may use up to 15 days of the bank, either cumulative or all at once, for matters pertaining to a catastrophic illness or injury depending upon the number of days remaining in the bank and in no case more than the days remaining in the bank.

Catastrophic “illness” or “injury” means an illness or injury that is expected to incapacitate the employee or a member of the employee’s family that is living in the immediate household. The term “incapacity” means that the employee must take time off work to assist the family members. In this case all personal necessity leave must have been exhausted before a request can be made to the bank. In the case of the staff member being incapacitated, all personal necessity and sick leave must be exhausted before a request may be made to the bank. Further stipulations are:

- 1 This is not meant to be construed as an extension of personal necessity that may be used for common occurrences such as colds, flu, doctor’s appointments and;
2. The person must be under a doctor’s care for treatment of a severe illness or injury.

Upon requesting donations from this program, the employee shall provide verification of the catastrophic illness or injury. (Education Code section 44043.5) Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician, indicating the incapacitating nature and probable duration of the illness or injury.

Any certificated member may direct a letter to the Superintendent requesting catastrophic leave and the Superintendent shall determine:

- 1 That the employee is unable to work and has exhausted all personal necessity and sick leave, or
- 2 That the family member of the employee who comes under the definition of catastrophic illness requires the employee to take time away from work and the employee has exhausted all personal necessity leave, and
- 3 That a physician's letter has been provided that discusses the extent of the illness or injury and requires a particular amount of days off work to assist the member.

### **VOLUNTARY CATASTROPHIC LEAVE DONATIONS**

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, and exhausted all of their days utilized from the district bank, other employees may donate accrued sick leave credits to that employee under the specific requirements of the district's catastrophic leave program.

1. Donations made under the catastrophic leave program shall be strictly voluntary.
2. The CETA President or designee shall inform employees of the means by which donations may be made in response to the employee's request.
3. Any CETA Employee, upon written notice to the District, may donate accrued sick leave credits to the requesting CETA Employee at a minimum of one (1) workday on the initial request.
4. Any additional request will also be limited to one (1) sick leave day per employee, per request.
5. Donating employees at the time of the request must have a balance of at least (10) sick leave days in their individual sick leave account. All transfers of eligible sick leave credit shall be irrevocable once the donation is credited to the receiving employee's leave account.
6. An employee who received donated leave pursuant to this program shall use any and all leave credits.
7. The Superintendent or designee shall ensure that all donations are kept confidential.

(cf. 4161/4261 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

(cf. 4361 - Leaves)

BP 4161.9 (c)

Upon verification, the Superintendent shall present the request to the Board of Trustees at the earliest opportunity. Should the member need the leave before the Board can meet to approve/disapprove the request, the Superintendent may do so after determination, and report to the Board at their next meeting.

#### Family Member

For purposes of this policy a family member is defined as spouse, child or stepchild, legally adopted child, mother or father, stepmother or stepfather or any relative living in the home of the employee for whom the employee has sole responsibility.

Catastrophic leave shall not begin until receipt of written approval from the Superintendent.

If a member is incapacitated, a request for leave may be submitted to the Superintendent by a member of the member's family.

Leave from the Bank may not be used for illness or disability which qualify the member for Worker's Compensation benefits.

#### Legal Reference:

EDUCATION CODE

44043.5 Catastrophic leave

Policy CHOWCHILLA ELEMENTARY SCHOOL DISTRICT

MOU Approved: February 15, 2017

Updated: February 27, 2017 Chowchilla, California

## Appendix - D

### CHOWCHILLA ELEMENTARY SCHOOL DISTRICT CERTIFICATED EVALUATION PROCEDURES

_____ Teacher's Name	Date	Teacher's Signature
<b>Before Close of the 15<sup>th</sup> Instructional Day (Date TBD)</b>		
Evaluation Forms, Procedures Policies Reviewed. Instruction as to the proper use of the Pre-formal Observation Plan Form (Addendum D)	_____	_____
Copies of California Standards for the Teaching Profession distributed	_____	_____
Teachers Informed of Evaluators <b>Within 45 Days of the Beginning of School (Date TBD)</b>	_____	_____
Preliminary Conference to discuss/agree on evaluation plan	_____	_____
<b><u>Formal Observation Process</u></b>		
Pre-Observation Meeting	_____	_____
Observation	_____	_____
Observation Conference (Within 10 Days of lesson presentation)	_____	_____
Signing of Written Observation	_____	_____
<b><u>2<sup>nd</sup> Formal Observation (Probationary, Need Strengthening or Requested)</u></b>		
Pre-Observation Meeting	_____	_____
Observation	_____	_____
Observation Conference (Within 10 Days of lesson presentation)	_____	_____
Signing of Written Observation	_____	_____
<b><u>30 Calendar Days Before the End of the School Year (Date TBD)</u></b>		
Final Evaluation, Written Summary and Conference	_____	_____

Signing this form indicates the teacher has received performance evaluation information within the prescribed manner and legal timeframe.

_____ Teacher's Signature	_____ Date
Informal Classroom Observation/Visitation Dates	
_____	

**Appendix - D**

**CHOWCHILLA ELEMENTARY SCHOOL DISTRICT  
PRE-FORMAL OBSERVATION PLAN**

School:	Date:
Teacher:	Time/Period:
Evaluator:	Grade/Subject:

Please answer the following questions prior to the observation:

1. What specific teaching standard(s) will be the focus of your lesson (CSD California Standards for the Teaching Profession (CSTP)? \_\_\_\_\_  
\_\_\_\_\_
2. What curriculum will be covered in the lesson?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. What prior activities led up to this lesson?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. What do you expect your students to learn by the end of this lesson?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. What activities/strategies will you and your students be using during this lesson?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. How will you modify the lesson to meet the needs of all learners?  
\_\_\_\_\_  
\_\_\_\_\_
7. How will you know if your lesson was successful? (Assessment)  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Evaluator Signature                      /                      Date

## Appendix - D

### FORMAL OBSERVATION REPORT

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

Time Frame: \_\_\_\_\_

Subject: \_\_\_\_\_

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

Supervisor/Evaluator: \_\_\_\_\_

#### **I. OBSERVATIONS**

**A. Objective:**

**B. Descriptions:**

#### **II ANALYSIS**

**A. Pupil Performance:**

**B. Proper Student Control:**

**C. Proper Learning Environment:**

**D. Proper Lesson Planning and Execution:**

#### **III SUGGESTIONS**

**A. Growth**

**B. Reinforcement**

**C. Needs Strengthening**

I have read this report. My signature does not necessarily indicate my agreement.

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

*This document will not be placed into your primary personnel file. Additional formal observation required.*

*(Initials \_\_\_\_\_ / \_\_\_\_\_)*

*This document will be placed in your primary Personnel File. You have five (5) work days from receipt of this document to make any signed written comments you wish, which will be attached to the documents and placed in your primary personnel file.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor/Evaluator

Original:           Teacher's Copy  
                          Personnel Office  
                          School or Department



**Appendix - D**

**CHOWCHILLA ELEMENTARY SCHOOL DISTRICT**

**CERTIFICATED EVALUATION REPORT**

Teacher: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

School Assignment: \_\_\_\_\_ Status: Prob. \_\_\_\_\_ Perm. \_\_\_\_\_

Period of Evaluation School Year: \_\_\_\_\_

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

	<u>Meets Standards</u>	<u>Needs Strengthening</u>	<u>Does Not Meet Standards</u>
1. Engaging and Supporting All Students in Learning	_____	_____	_____
2. Creating and Maintaining Effective Environment for Student Learning	_____	_____	_____
3. Understanding and Organizing Subject Matter for Student Learning	_____	_____	_____
4. Planning Instruction and Designing Learning Experiences for all Students	_____	_____	_____
5. Assessing Student Learning	_____	_____	_____
6. Developing As a Professional Educator	_____	_____	_____

Comments: California Standards for the Teaching Profession

- General comments on practices found in CSTP
- Exemplary practices found in CSTP
- Deficiencies found in CSTP
- Remediation plan for deficiencies found in CSTP

RECOMMENDATION FOR NEXT YEAR (CHECK ONE)

OBSERVATION ONLY

EVALUATION

**This document will be placed in your permanent personnel file. You have five (5) working days from receipt of this document to make any signed written comments you wish which will be attached to the document and placed in your primary personnel file.**

SIGNED: \_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

**I have read this report but my signature does not necessarily indicate agreement.**

SIGNED: \_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

CESD 109 (revised: 5/19)

## Appendix - D

### CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

<p>1. <u>Engaging and Supporting All Students in Learning</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Connecting prior knowledge, life experience and interests.</li> <li><input type="checkbox"/> Using a variety of instructional strategies and resources</li> <li><input type="checkbox"/> Facilitating learning experiences-autonomy, interaction and choice</li> <li><input type="checkbox"/> Engaging students in problem solving, critical thinking and skills</li> <li><input type="checkbox"/> Promoting self-directed, reflective learning in all students</li> </ul>	<p>4. <u>Planning Instruction and Designing Learning Experiences for All</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Drawing on students' backgrounds, interest &amp; developmental learning needs</li> <li><input type="checkbox"/> Establishing goals for student learning</li> <li><input type="checkbox"/> Developing and sequencing instructional activities</li> <li><input type="checkbox"/> Designing long and short term plans</li> <li><input type="checkbox"/> Modifying for student needs</li> </ul>
<p>2. <u>Creating and Maintaining an effective Environment for All</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Organizing the physical environment</li> <li><input type="checkbox"/> Planning and implementing procedures and routines</li> <li><input type="checkbox"/> Establishing a climate of fairness and respect</li> <li><input type="checkbox"/> Promoting social development and responsibility</li> <li><input type="checkbox"/> Establishing and maintaining standards for student behavior</li> <li><input type="checkbox"/> Using instructional time effectively</li> </ul>	<p>5. <u>Assessing Student Learning</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Establishing learning goals for all students</li> <li><input type="checkbox"/> Using multiple sources of information to assess</li> <li><input type="checkbox"/> Involving and guiding students assessing their own learning</li> <li><input type="checkbox"/> Using the results of assessments to guide instruction</li> <li><input type="checkbox"/> Communicating with students and families about student progress</li> </ul>
<p>3. <u>Understanding &amp; Organizing Subject Matter Knowledge</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Demonstrating knowledge of subject matter content</li> <li><input type="checkbox"/> Organizing curriculum to support student understanding</li> <li><input type="checkbox"/> Integrating ideas and information</li> <li><input type="checkbox"/> Developing student understanding-instructional strategies</li> <li><input type="checkbox"/> Using materials, resources and technologies</li> </ul>	<p>6. <u>Developing as a Professional Educator</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reflecting on teaching and learning</li> <li><input type="checkbox"/> Engaging families in student learning</li> <li><input type="checkbox"/> Using community resources to support student learning</li> <li><input type="checkbox"/> Working with colleagues to improve teaching and learning</li> <li><input type="checkbox"/> Pursuing opportunities to contribute and grow professionally</li> <li><input type="checkbox"/> Balancing professional responsibilities</li> </ul>

Original: Evaluatee  
Copy: Evaluator

## Appendix - D

### Description of Practice for Engaging and Supporting All Students in Learning (Standard One)

Element	4 Practice Not Consistent with Standard Expectations	3 Developing Practice	2 Maturing Practice	1 Strong Practice that exemplifies the Standard
Connecting student's 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 to 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 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, making some adjustments to respond to students' needs.	The teacher makes skillful uses of a wide repertoire of instructional strategies to engage all students in learning, making 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 are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.	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 teachers, 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, 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.

## Appendix - D

### Description of Practice Creating and Maintaining Effective Environments for Students Learning (Standard Two)

Element	4 Practice Not Consistent with Standard Expectations	3 Developing Practice	2 Maturing Practice	1 Strong 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 behavior 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 teachers do 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 maintaining standards.
Planning and implementing classroom procedures and routines that support student learning.	Classroom procedures or 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 effectively.	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional 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.

## Appendix - D

### Description of Practice for Understanding and Organizing Subject Matter for Student Learning (Standard Three)

Element	4 Practice Not Consistent with Standard Expectations	3 Developing Practice	2 Maturing Practice	1 Strong 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 different perspectives, supports all students' learning, and is current.	The teacher's working knowledge of subject matter and individual student's 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 concepts, 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 without revealing or valuing different perspectives, and supports an understanding of core concepts for some students.	The curriculum is organized and sequenced; demonstrates concepts, themes and skills; reveals and values different perspectives; and 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 broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.
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, relate content to their lives and previous learning, and use this 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	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.	A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of and enthusiasm for subject matter.
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.

## Appendix - D

### Description of Practice for Planning Instruction and Designing Learning Experiences for All Students (Standard Four)

Element	4 Practice Not Consistent with Standard Expectations	3 Developing Practice	2 Maturing Practice	1 Strong 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.	Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent.	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 appropriate challenging for all student 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, or 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, or 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 endure deeper conceptual understanding by all students.

## Appendix - D

### Description of Practice for Assessing Student Learning (Standard Five)

Element	4 Practice Not Consistent with Standard Expectations	3 Developing Practice	2 Maturing Practice	1 Strong 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; and 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 assessment 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 inappropriately 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.	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.
Communicating with students, families, and other audiences about student progress.	The teacher provides some information about student 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.

## Appendix - D

### Description of Practice for Developing As a Professional Educator (Standard Six)

Element	4 Practice Not Consistent with Standard Expectations	3 Developing Beginning Practice	2 Maturing Beginning Practice	1 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.	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.	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community.	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.
Working with communities to improve professional practice.	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.	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.	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.	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 families to improve professional practice.	The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.	The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.	The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunities for families to participate in the classroom or school community.	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school 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.



**Appendix-E**

**OPEN SECTION**

## Appendix - F

### ADDENDUM TO ARTICLE 18.1

#### COMPENSATION

A. "Piece of the Pie" Formula

The "Piece of Pie" formula guarantees each employee group a percentage of new monies generated from the net change from the previous year's base revenue, exclusive of supplemental and concentration funds, on the State approved Local Control Funding formula as applied by the prior year's spring attendance numbers. Each group's percentage is based upon their percentage of all groups. The district will commit to adjust the CETA percentage to 65% until it reaches that target before overhead is applied to all groups. Once each groups share is calculated, then any statutory cost increase such as step and column movement is subtracted from their share to arrive at the dollars that the group can choose how they want it applied. The application can be split between salary schedule and health benefit contribution however they decide as long as the salary schedule remains competitive.

B. Identified Comparison Districts

<u>School District</u>	<u>Type</u>
Alview-Dairyland School District	K-8
Atwater School District	K-8
Bass Lake Jt. Union School District	K-8
Chowchilla High School	9-12
Dos Palos Unified	K-12
Golden Valley Unified	K-12
Los Banos Unified	K-12
Madera Unified	K-12
Merced City Schools	K-8
Weaver Elementary	K-8
Yosemite Unified	K-12

## Appendix – G

### ADDENDUM TO ARTICLE 20.2

#### BENEFITS

- A. Effective October 1 2003, the Health/Hospitalization Insurance shall be the Blue Cross Prudent Buyer Classic 100% B-\$10 program as made available through the Self Insured School of California (SISC). Said program shall include a \$10 co-payment for an office visit and a \$100 per individual/ \$300 per family deductible, a paid prescription plan with a 5/7/8 co-pay feature, (Requires insured to pay \$5 for each generic prescription and \$7 for each brand name prescription, and a \$8 co-payment for a 90 day supply of either generic or brand name.) and the Blue Cross Behavioral Health Program –Plan 2000.
- B. Dental Insurance – Delta Dental 80%, 90%, 100% Incentive Program with a \$1,000 annual plan maximum and the Non-voluntary Orthodontic 100% paid with a \$2000 lifetime maximum. Said program shall be made available by SISC.
- C. Vision Insurance – Vision Service Plan (VSP) Plan B with a \$10 co-payment. Exam and lenses every twelve (12) months and frames every twenty-four (24) months. Said program shall be made available by SISC.
- D. Flex 125 Plan – The Flex 125 plan shall include the following portions: Premium only, Unreimbursed Medical Expenses, and Dependent Care. Said plan shall be made available by SISC.

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**CHOWCHILLA ELEMENTARY TEACHER ASSOCIATION**  
**And the**  
**CHOWCHILLA ELEMENTARY SCHOOL DISTRICT**  
**July 1, 2019—June 30, 2023**

The Chowchilla Elementary School District and the Chowchilla Elementary Teachers Association agree to extend the current certificated contract for the period commencing July 1, 2019 and continuing through June 30, 2023 with the provision that all terms and conditions remain status quo for the term of the 2018-2019 certificated contract.

The Chowchilla Elementary School District and the Chowchilla Elementary Teachers Association agree to the provisions ratified by the Board of Education on December 10, 2018 to the 2018-2019 certificated contract.

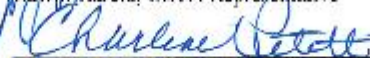
Dated: 12.10.18



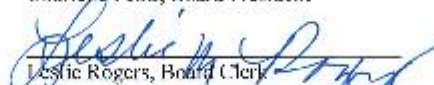
Mike Martin, CETA President



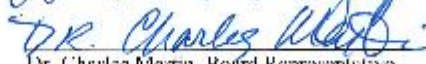
Edwin Garcia, CETA Representative



Charlene Pettit, Board President



Leslie Rogers, Board Clerk



Dr. Charles Martin, Board Representative

*Board Ratified 1/10/2018*