

**ADULT EDUCATION  
MASTER AGREEMENT**

**BETWEEN**

**MANTECA UNIFIED SCHOOL DISTRICT**

**AND**

**MANTECA EDUCATORS ASSOCIATION/CTA/NEA**

**2012-2013**

**2013-2014**

**2014-2015**

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CONSULTING UNIT MEMBER POSITION**

**ADULT EDUCATION SALARY SCHEDULE 2009-2015**

1 **ARTICLE I – AGREEMENT**

2 1. Parties

3 The Articles and provisions contained herein constitute a bilateral and binding  
4 agreement ("Agreement") by and between the Governing Board of the Manteca Unified  
5 School District ("Board") and the Manteca Adult Education Bargaining Unit/Manteca  
6 Educators Association/CTA/NEA ("Association"), an employee organization.

7 2. Authority

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

10 3. Term

11 The term of the Agreement shall be three (3) years covering the period of  
12 July 1, 2012 through June 30, 2015. All provisions of the Agreement shall take effect upon  
13 ratification of both the District and Association unless otherwise specified.

14 4. Reopeners

15 For the 2012-2013, 2013-2014, and 2014-2015 school years, both the District  
16 and the Association agree to reopen for negotiations two articles of their choice as well as  
17 the articles of salary and benefits.

18 **ARTICLE II – RECOGNITION**

19 1. Unit Description

20 The Board recognizes the Association as the exclusive representative for the Adult  
21 Education Unit all currently contracted and actively-employed certificated employees in the  
22 classifications of classroom teachers in the Adult Education Program.

23 2. Coverage

24 This Agreement applies only to employees in the above-described representation  
25 unit.

1 **ARTICLE III – ASSOCIATION RIGHTS**

2 1. Use of Facilities

3 The Association may utilize the intra-district mails, employee mailboxes, District  
4 e-mail, and bulletin boards to communicate to employees.

5 2. Contacting Employees

6 Association representatives may contact employees at times that do not interfere  
7 with the employees' classroom instruction.

8 3. Representing Employees

9 The Association may represent employees in their employment relations with the  
10 District.

11 4. Relevant Information

12 The Association has the right to receive, upon request and without cost, copies of  
13 any and all non-confidential materials related to wages, hours, and other terms and  
14 conditions of employment which are relevant for the Association to fulfill its duties and  
15 obligations as the exclusive representative of employees covered by this Agreement.

16 5. List of Employees

- 17 a. The Association shall be given a list of all unit members and their  
18 addresses each year on or before November 1st.
- 19 b. Names of employees newly-hired shall be sent to the Association no later  
20 than the beginning of the fourth week of each quarter.

21  
22 **ARTICLE IV – DISTRICT RIGHTS**

23 1. Rights Retained

24 All District's rights and functions, including its power and authority to direct,  
25 manage, and control the operation of the District, shall remain vested with the District  
26 except as specifically and expressly abridged by this Agreement.

1           2.   Rules and Regulations

2           This District has the right to make rules and regulations pertaining to employees  
3 consistent with this Agreement.

4  
5   ARTICLE V – PROFESSIONAL DUES OR FEES AND PAYROLL  
6   DEDUCTIONS

7           1.   Deductions

8           a.   The District agrees to deduct fees, including those required by Senate Bill  
9           1960, Government Code sections 3543 and 3546.

10          b.   With respect to all sums deducted by the District for membership dues  
11           or agency fees, the employer agrees to remit such moneys promptly to  
12           the Association accompanied by an alphabetical list of unit members for  
13           whom such deductions have been made, and indicating any changes in  
14           personnel from the list previously furnished.

15          c.   The Association and District agree to furnish to each other any  
16           information needed to fulfill the provision of this Article.

17          2.   Association Membership Dues

18          Any member of the Association or any unit member who has applied for  
19 membership may sign and deliver to the District an authorization for deduction of unified  
20 membership dues, initiation fees and general assessment in the Association. Pursuant to  
21 such authorization, the District shall deduct one tenth (1/10) of such dues from the regular  
22 salary check of the unit member each month for ten (10) months. Deductions for unit  
23 members who sign such authorization after the commencement of the school year shall be  
24 appropriately prorated to complete payments by the end of the school year. In the event  
25 that a unit member fails to authorize payment of the above fees and dues through payroll  
26 deduction, the Association shall so inform the District and the District shall immediately  
27 begin automatic payroll deductions as provided in Education Code section 45061.



1           3.    Fair Share Service Fee Payers

2           Any unit member who is not a member of the Manteca Educators Association  
3 (MEA), CTA/NEA, or who does not make application for membership within thirty (30)  
4 days of effective date of this section of the Agreement, or within thirty (30) days from the  
5 date of commencement of assigned duties within the bargaining unit following the effective  
6 date of this section of the Agreement, shall either become a member of the Association or  
7 pay to the Association a fee in an amount equal to the standard initiation fees, unified  
8 membership dues and general assessments. Such fee is payable to the Association by payroll  
9 deduction for such fee in the same manner as provided in Section 2 of this Article. In the  
10 event that a unit member shall not authorize payment through payroll deduction, the  
11 Association shall so inform the District, and shall immediately begin automatic payroll  
12 deductions as provided in Education Code section 45061 and in the same manner as set  
13 forth in Section 2 of this Article. There shall be no charge to the Association for such  
14 mandatory fair share service fee deductions.

15           4.    Religious Objectors

16           a.    Any unit member who is a member of a religious body whose  
17 traditional teachings include objections to joining or financially  
18 supporting an employee organization shall be designated a “religious  
19 objector” and shall not be required to join or financially support the  
20 Association as a condition of employment; except that such unit  
21 member shall pay, in lieu of a fair share service fee, sums, equal to  
22 such fair share fee to one of the following non-religious, non-labor  
23 organization, charitable funds exempt from taxation under Section  
24 501(c)(3) of Title 26 of the Internal Revenue Code:

- 25           (1)   Boys & Girls Club of the community you live in.  
26           (2)   MEA Scholarship

1 (3) FACT – Foundation to Assist California Teachers (Disaster  
2 Relief Fund)

3 b. To receive a religious exemption, the unit member must submit a  
4 detailed written statement establishing the basis for the religious  
5 exemption to the Association and to the District. If the unit  
6 member's request to be designated as a religious objector is accepted  
7 by the Association, the unit member shall make the payment to an  
8 appropriate charity as described above. Such payment shall be made  
9 on or before October 31 of each school year unless other  
10 arrangements are made by the employee with the Association.

11 c. Proof of payment shall be made on an annual basis to the  
12 Association and District as a condition of continued exemption from  
13 the payment of fair share fee. Proof of payment shall be in the form  
14 of receipts and/or canceled checks indicating the account paid, date  
15 of payment, and to whom payment in lieu of the fair share fee has  
16 been made. No in-kind services may be received for payments, nor  
17 may the payment be in a form other than money such as donation of  
18 used items. Such proof shall be presented on or before October 31  
19 of each school year.

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

25 5. Hold Harmless

26 The Association agrees to pay to the District all reasonable legal fees and legal costs  
27 incurred and the amount of any judgment rendered in defending against any court action

1 and/or administrative action challenging the legality or constitutionality of the agency fee  
2 provisions of this Agreement or their implementation. The Association shall have the  
3 exclusive right to decide and determine whether any such action or proceeding referred to  
4 above shall or shall not be compromised, resisted, defended, tried, or appealed.

5  
6 **ARTICLE VI – NONDISCRIMINATION**

7 The Board shall not illegally discriminate against any unit member on the basis of  
8 race, color, creed, age, sex, national origin, marital status, physical handicap, membership in  
9 any employee organization, or participation in the activities of an employee organization.

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11 **ARTICLE VII – GRIEVANCE PROCEDURE**

12 1. Definitions

13 The following definitions control the meaning of the terms as used in this procedure:

- 14 a. A "grievance" is an allegation by one (1) or more unit members that there  
15 has been a violation, misinterpretation, or misapplication of a  
16 provision(s) of this Agreement.
- 17 b. The "grievant" is the unit member(s) or the Association filing the  
18 grievance. The Association shall be limited to four (4) grievances per  
19 fiscal year.
- 20 c. The "immediate supervisor" is a building principal or administrator  
21 having immediate jurisdiction over the grievant and who has been  
22 designated to adjust grievances.
- 23 d. A "party" is the grievant(s) and the District.
- 24 e. A "day" for the purposes of this Article is any day on which the District  
25 administration office is open for business, except that any days during the  
26 Christmas or Spring vacations shall not count as such days.

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2. Time Limits

- a. Time limits provided for at each level shall begin on the day following receipt of the written grievance, written grievance appeal, or written decision.
- b. The time limits may be extended by mutual agreement stated in writing.
- c. In the event a grievance is filed after April 15, the normal time limits may be reduced by mutual agreement.

3. Threshold Time Limit

A grievance (Level One) shall commence within fifteen (15) days of the event or incident giving rise to the grievance. The presentation of a grievance (Section 4 below) shall be accomplished within this time limit.

4. Level One (Informal)

Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with his/her immediate supervisor and to have the problem adjusted without involvement by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.

The alleged violation may be discussed with the immediate supervisor with the objective of resolving the matter informally.

5. Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance in writing, within five (5) days of the Level One meeting, simultaneously with the Association President and the immediate supervisor.

Within five (5) days after receipt of the written grievance, the immediate supervisor shall meet with the grievant and representative(s) of the Association (if desired by the grievant) in an effort to resolve the grievance. A written decision shall be rendered within five (5) days after the Level Two meeting.

1           6.    Level Three

2           If the grievant is not satisfied with the disposition of the grievance at Level Two or if  
3 no written decision has been rendered within five (5) days after the Level Two meeting,  
4 he/she may appeal the grievance in writing to the Superintendent or designee simultaneously  
5 as above, within ten (10) days after the deadline for decision at Level Two. Within five (5)  
6 days after receipt of the written grievance by the Superintendent or designee, the  
7 Superintendent shall schedule a meeting with the grievant in an effort to resolve the  
8 grievance. A decision shall be rendered within ten (10) days after the Level Three meeting.

9           The Association may notify the District in writing that it believes an  
10 adjustment/decision is not consistent with the terms of this agreement, and such  
11 adjustment/decision may not be used as a precedent in construing the Agreement. Such  
12 notice shall be given within a reasonable time and will apply to this and previous levels of  
13 grievance only.

14           7.    Level Four

15           If the Superintendent's response is not satisfactory to the grievant, the grievant shall  
16 have the right to refer the matter to arbitration, provided the Association agrees. Such  
17 referral shall be made by written demand submitted to the Superintendent within fifteen (15)  
18 workdays of receipt of his/her decision. On receipt of the demand for such arbitration, the  
19 parties shall have five (5) workdays in which to agree on an arbitrator. If they fail to agree,  
20 the State Conciliation Service shall be requested to submit a list of five (5) arbitrators; each  
21 party shall strike two names from the list in alternative order. The determination of which  
22 party shall strike a name first shall be determined by lot. The decision of the arbitrator shall  
23 be advisory to the Governing Board except as stated below. At its next meeting, which is no  
24 less than five (5) working days following receipt of the arbitrator's decision, the Governing  
25 Board shall review a transcript of the proceeding with a view toward making its own findings  
26 and conclusions. The decision of the Governing Board shall be made at the next regularly  
27 scheduled meeting and shall be final.

1 The Governing Board may overturn a maximum of two (2) advisory decisions during  
2 the term of this Agreement. No binding arbitrator's award shall exceed \$25,000 cost to the  
3 District.

4 8. Cost of Hearing

5 The cost of arbitration, including transcript fees, shall be borne by the party receiving  
6 the unfavorable decision by the arbitrator. Split-decision cost shall be borne equally by both  
7 parties.

8 9. Rights of a Teacher to Representation

9 A grievant may be represented at all stages of the grievance procedure by  
10 himself/herself or, upon his/her request, with an association representative(s). In the event  
11 an association representative is not present, no resolution of the grievance shall be made  
12 until the Association has received a copy of the proposed resolution and had been given five  
13 (5) days to respond. As used in this Article, a limiting reference to a "representative" does  
14 not mean a non-District employee. Such person may be an additional representative.

15 10. Commencing at Level Three

16 If a grievance arises from action or inaction on the part of a member of the  
17 administration at the level above the principal or immediate supervisor, the grievant may  
18 submit such grievance in writing to the Superintendent or designee and the Association. If  
19 the superintendent or designee agrees to the waiving of Levels One and Two, the processing  
20 of such grievance will commence at Level Three.

21 11. Content of Written Decisions

22 Decisions rendered at Levels Two, Three, and Four of the grievance procedure will  
23 be in writing setting forth the decisions and reasons therefore and will be transmitted  
24 promptly to all parties and to the Association President. Time limits for appeal provided in  
25 each level shall begin the day following receipt of written decision by the parties.  
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1           12. Release Time for Grievance Appearance

2           When it is necessary for a grievance representative(s) designated by the Association  
3 to attend a grievance hearing during the day, he/she will be released without loss of pay in  
4 order to permit participation in the hearing. Any unit member who is requested to appear at  
5 such hearings as a witness shall be accorded the same right.

6           13. Separate Grievance File

7           All documents, communications, and records dealing with the processing of a  
8 grievance will be filed in a separate grievance file and will not be kept in the primary  
9 personnel file of any of the participants.

10          14. Grievance Forms

11          Forms for filing grievances, serving notices, taking appeals, making reports and  
12 recommendations, and other necessary documents shall be prepared and given appropriate  
13 distribution to school sites and to the Association so as to facilitate operation of the  
14 grievance procedure. The forms shall be prepared by the District. Any changes in the forms  
15 shall be mutually agreed upon by the District and the Association. Although the issue may  
16 be narrowed, grievance documents filed at successive levels cannot expand the issues beyond  
17 those stated at Level Three.

18          15. Presentation

19          A unit member and/or his/her representative(s) may present a grievance while on  
20 duty. On all grievances no more than four (4) unit members may participate while on duty,  
21 whether grievants, representatives, or witnesses, unless otherwise approved by the District.  
22 That approval shall not be unreasonably withheld.

23          16. No Reprisals

24          No reprisals of any kind shall be taken by the District against any grievant, any  
25 member of the Association or any other participant in the grievance procedure by reason of  
26 such participation.

1 **ARTICLE VIII – EVALUATION PROCEDURE**

2 1. Frequency of Evaluation

3 a. Unit members with less than three (3) years' service in the Adult  
4 Education Program in the District shall be given a final evaluation no less  
5 than annually.

6 b. Other unit members shall be given an evaluation no less than every other  
7 year.

8 2. Checklist Evaluation

9 a. Developing Objectives

10 Educational objectives will be reflected on the Checklist Observation  
11 Form (*See Exhibit A*) and the Checklist Summary Evaluation Form  
12 (*See Exhibit B*). The objectives will include references to the following:

- 13 (1) Standard I: Engaging and Supporting all Students in Learning
- 14 (2) Standard II: Creating and Maintaining an Effective Environment  
15 for all
- 16 (3) Standard III: Understanding and Organizing Subject Matter  
17 Knowledge
- 18 (4) Standard IV: Planning Instruction and Designing Learning  
19 Experiences for All
- 20 (5) Standard V: Assessing Students for Learning
- 21 (6) Standard VI: Developing as a Professional Educator

22 b. Selection of Elements

23 Elements of the evaluation will be stated on the Checklist Observation  
24 Form (*See Exhibit A*) and Checklist Summary Evaluation Form (*See*  
25 *Exhibit B*) and do not need to be otherwise selected.



1 c. Formal Observation

2 (1) Classroom observations shall be a minimum of thirty (30) minutes.

3 A minimum of one (1) formal observations shall be conducted  
4 during each semester. Formal observations shall be recorded on  
5 the Checklist Observation Form (*See Exhibit A*).

6 (2) The evaluator shall complete the Checklist Observation Form (*See*  
7 *Exhibit A*). Areas observed by the evaluator shall be checked as  
8 "Satisfactory" or "Needs Improvement". If an area is not  
9 applicable or is not relevant to the lesson "Not Relevant" is  
10 checked. Appropriate comments may be added by the evaluator  
11 prior to the post-observation conference.

12 d. Post-Observation Conference

13 Within five (5) working days of the observation, a copy of the  
14 observation form will be furnished to the unit member. This conference  
15 may be informal for a permanent unit member who has received an  
16 "Effective rating" on the previous Summary Evaluation Report, with  
17 mutual agreement between the evaluator and the unit member, if there  
18 are no observed weaknesses in the unit member's job performance.

19 (1) At this conference, the evaluator shall document any observed  
20 strengths or weaknesses in the unit member's job performance.  
21 Methods and strategies to improve significant weaknesses shall be  
22 discussed by both parties and a written summary of this discussion  
23 shall be provided to the unit member within five (5) working days.

24 (2) It is mutually understood by the District and the Association that  
25 the evaluator might not observe all areas of objectives on the  
26 checklist in one observation.

1 e. Final Evaluation Conference

2 The primary evaluator shall hold a conference with the unit member and  
3 give the evaluatee a copy of the Checklist Summary Evaluation Form  
4 (Exhibit B) no less than thirty (30) calendar days prior to the end of the  
5 unit member's instructional year.

6 3. Prohibited Use of Certain Norms

7 The evaluation and assessment of a unit member's competence pursuant to  
8 Education Code Section 44662 shall not include the use of publisher's norms established by  
9 standardized tests.

10 4. Summary Evaluation Report

11 a. A written Summary Evaluation Report of each unit member shall rate the  
12 unit member as specified on the Checklist Summary Evaluation Form.  
13 Written comments should be made for outstanding performance and for  
14 documenting other noteworthy comments.

15 b. The unit member shall have the right to initiate a written reaction or  
16 response to the evaluation. Such response shall become a permanent  
17 attachment to the unit member's personnel file.

18 c. The evaluation form shall be signed, but such signature by the unit  
19 member does not constitute agreement with the judgment of the  
20 evaluator, nor does such signature of the unit member constitute  
21 agreement that procedures were properly applied.

22 d. Information of a derogatory nature obtained prior to the employment of  
23 the unit member shall not be used in the evaluation process.

24 e. All evaluation procedures shall conform to the provisions of this  
25 Agreement. These procedures and their applications only shall be subject  
26 to the grievance procedure.

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5. Form Changes

The District and Association will mutually agree upon any change to forms used in the evaluation of unit members.

6. Additional Observations

A unit member is entitled to an additional classroom observation and/or conference upon request. Other observations or conferences may be scheduled upon mutual agreement.

7. Improvement Plan

- a. The purpose of an Improvement Plan is to provide an opportunity for a unit member to gain assistance to work toward improving weaknesses observed during the prior year's evaluation.
- b. In the event a unit member is not performing duties in an effective manner as evidenced by the Summary Evaluation Report, the primary evaluator shall notify the unit member in writing of such fact at the Summary Evaluation Conference, describe such unsatisfactory performance, and inform the unit member of the need for an Improvement Plan.
- c. The primary evaluator shall confer at the Summary Evaluation Conference with the unit member and develop an improvement plan that makes specific recommendations as to areas of improvement in the employee's performance and the means and methods by which this improvement may occur. These means and methods may include but are not limited to: workshops, classes, observations of or by other unit members, and/or PAR. Improvement strategies will be recorded on the Improvement Plan Form (Exhibit D). The primary evaluator shall institute the Improvement Plan at the start of the unit member's next instructional year.

1 d. As assistance is rendered, conferences shall be held as necessary between  
2 the primary evaluator and the unit member to assist the unit member in  
3 further correcting those deficiencies previously noted, and to determine  
4 the extent of such improvement. Either party may initiate such  
5 conferences. A reasonable amount of time must be permitted for  
6 suggested improvement to occur. The improvement activities shall be  
7 documented on the Improvement Plan, Log of Activities (Exhibit E).

8 Forms

9 Exhibit A: Checklist Observation Form

10 Exhibit B: Checklist Summary Evaluation Form

11 Exhibit C: California Standards for the Teaching Profession

12 Exhibits D & E: Checklist Improvement Plan and Log of Activities

13 8. Other Employees

14 As soon as possible after the observation, the principal shall discuss a written report  
15 of the observation with the teacher. The teacher shall be given a copy of the observation  
16 report at the time of the conference.

17 9. Personnel Files

18 a. Unit members shall be given a copy of any materials to be placed in  
19 his/her personnel file. A unit member shall be given an opportunity to  
20 prepare a written comment on any evaluation or any other writing before  
21 it is placed in his/her personnel file. Those comments will be attached to  
22 the material placed in the personnel file.

23 b. Every unit member shall have the right to inspect materials in his/her  
24 personnel file, upon request, in the presence of a designated  
25 representative of the Superintendent provided that the inspection is made  
26 at a time when such a person is free from required student contacts or  
27

1 conference with administrators. The employee may be accompanied by a  
2 representative of the Association.

3 c. The certificated employees' personnel files shall be maintained at the  
4 District Office.

5 10. Public Charges

6 a. If the administrator believes a complaint is serious enough to warrant any  
7 action affecting the unit member, a meeting shall be scheduled with the  
8 unit member for the purpose of explaining the action to be taken and the  
9 cause thereof. The administrator shall also request that the complainant  
10 put the matter in writing.

11 b. If the unit member so requests, a good-faith effort will be made to  
12 provide a meeting with the complainant and the administrator.

13 c. Once charges have been referred to an outside agency for investigation,  
14 paragraphs (a) and (b) above shall not apply.  
15

16 **ARTICLE IX – DUE PROCESS FOR DISCIPLINE**

17 1. This Article provides due process for disciplinary actions outlined below. It  
18 does not affect other personnel actions (e.g. evaluation, teacher termination) which may be  
19 governed by the Education Code or other statutes nor shall it apply to the non-  
20 reelection/retention of probationary unit members.

21 2. Disciplinary action under this Article shall not exceed suspension without pay  
22 for ten (10) workdays.

23 3. The disciplinary action must be based upon just cause and according to the  
24 principles of progressive discipline. The steps listed below shall be followed in the  
25 progressive discipline process. However, steps may be skipped if the severity or nature of  
26 the offense justifies.  
27

1 a. Oral warning

2 Oral warnings shall be the first step in all discipline procedures (except as  
3 noted above). No written record shall be placed in the unit member's  
4 District Office personnel file.

5 b. Written warning

6 Written warnings shall not be used under this article unless the unit  
7 member has been orally warned within the last twelve (12) months.  
8 Written warnings shall not be placed in the unit member's District Office  
9 personnel file.

10 c. Written reprimand

11 Written reprimands shall not be used under this article unless the unit  
12 member has received a written warning within the last twenty-four (24)  
13 months. The unit member shall sign the reprimand to acknowledge  
14 receipt and a copy may be placed in the unit member's District Office  
15 personnel file. The unit member may attach a rebuttal to the written  
16 reprimand at any time.

17 d. Suspension without pay

18 Suspension without pay shall not be used under this article unless the  
19 unit member has received written reprimand within the last thirty-six (36)  
20 months. No unit member shall be suspended more than ten (10)  
21 working days during the school year. In all instances, however, the  
22 length of the suspension shall relate to the severity of the action and  
23 suspension history of the unit member. Notice of suspension shall be  
24 made in writing and served in person or by certified mail upon the unit  
25 member by the Superintendent.

26 4. Any proposed suspension of a bargaining unit member shall be preceded by  
27 written notice of the right to appeal said action by filing a grievance. However, such

1 grievance shall be filed within ten (10) working days of the date that the unit member was  
2 served with notice of the suspension. The grievance shall be filed with the Office of the  
3 Assistant Superintendent of Personnel.

4 5. There shall be no loss of pay to a unit member until after the completion of the  
5 grievance process if the action is challenged.

6 6. Except for determining whether there is just cause for suspensions, this Article  
7 shall be subject to grievance based on procedural violations only. However, a unit member  
8 may grieve whether a written reprimand is supported by just cause to the Superintendent or  
9 designee.

10 7. Nothing in this Article shall prevent the District from using evidence of  
11 disciplinary offenses more than thirty-six (36) months old to the full extent permitted by law  
12 in teacher termination proceedings under the Education Code.

13  
14 **ARTICLE X – SALARIES**

15 1. Salary Increase

16 The following salary schedule shall apply to unit members effective July 1, 2009.

17 **ADULT EDUCATION SALARY SCHEDULE 2009-2011**

18 Effective July 1, 2009

19 Step I \$28.67

20 Step II \$29.44

21 Step III \$30.18

22 Step IV \$30.89

23 Step V \$31.67

24 The Adult Education salary schedule will increase in the 2009-10 and 2010-11,  
25 school years by the change in funded adult education base revenue limit per ADA from  
26 2008-09 to 2009-10 and 2010 to 2011 times the salary and fringes of the Adult Education  
27 unit members divided by the Adult Education total budget.

1 In addition, the District agrees, in the event that the District receives any adult  
2 education one-time unrestricted funds for the 2009-10, or 2010-11, school years, to meet  
3 and negotiate Adult Education's fair share.

4 2. Step Placement

- 5 a. All employees hired will be placed on Step 1.  
6 b. "One Year" as used herein means two semesters of instruction within an  
7 instructional year.  
8 c. Employees who have completed one year of service during the school  
9 year shall be placed on Step 2.  
10 d. Advancement to the next step requires one year of service in the prior  
11 step and is accomplished at the start of the next school year following  
12 completion of that service.  
13 e. "One Semester" as used herein is defined by the adopted Adult School  
14 Calendar.  
15 f. Employees who leave Adult Education for not more than thirty-nine (39)  
16 months will retain their last step.

17 3. Payroll Deductions

18 The District shall make payroll deductions for withholding taxes, retirement,  
19 approved annuity plans, credit unions, or any other plan or program approved by the  
20 District.

21  
22 **ARTICLE XI – HEALTH AND WELFARE BENEFITS**

23 1. Coverage Provided

- 24 a. Unit members may select coverage from available medical plans for the  
25 bargaining unit.



- 1           b. The maximum monthly amount paid by the District for the medical,  
2           dental, vision, and life insurance plans shall be \$694.34 effective  
3           October 1, 2006.
- 4           c. Unit members who are or become enrolled in any plans from the  
5           District's provider(s), the cost of which exceeds the maximum monthly  
6           amount specified in 2.c., shall have the balance of the premiums due paid  
7           by a payroll deduction.
- 8           d. Part-time unit members working twenty (20) hours each week but fewer  
9           than thirty (30) hours desiring coverage shall have fifty percent (50%) of  
10          the monthly contributions paid by the District, not to exceed one-half of  
11          the amount specified in 2.c.
- 12          e. Unit members working fewer than twenty (20) hours per week desiring  
13          coverage shall pay one hundred percent (100%) of the monthly premium  
14          to the District by payroll deduction.
- 15          f. District-paid coverage shall terminate on the last day of the month in  
16          which active employment ceases.

17          2. Change of Benefits

- 18          a. The District shall not initiate a change in the type or level of benefits  
19          provided during the term of this agreement except with mutual consent  
20          of the Association.
- 21          b. The District shall assume no responsibility or liability for changes in  
22          coverage imposed by benefit insurance providers. It is understood and  
23          agreed that the District exercises no control and accordingly accepts no  
24          responsibility with respect to individual providers and/or hospitals  
25          included in the panel of specific benefit plans.

1 c. The District makes no representation with respect to financial viability  
2 and shall not be liable for any claims resulting from the financial  
3 insolvency of any trust or health benefit plan.

4 3. Payments

5 a. The District shall continue to contribute a unit member's (and  
6 dependents') premium contribution while on paid-leave status in the  
7 same manner as it the unit member had remained in regular service.

8 b. Unit members on District-approved, non-paid leaves of absence may  
9 elect to continue health and welfare benefits coverage for themselves  
10 (and dependents) by paying any required premiums to the District,  
11 pursuant to District's administrative rules and procedures.

12 4. Internal Revenue Code 125 Plan

13 An Internal Revenue code 125 plan option will be contracted with a reputable firm  
14 and made available for any certificated unit member who requests participation.

15 5. Cancellation

16 The unit member's (and dependents') insurance coverage, under the District's master  
17 insurance contract(s), shall be canceled under the following conditions;

18 a. The leave expires and the unit member does not return to active duty.

19 b. A full premium payment is not received in the District Office by the  
20 twentieth (20<sup>th</sup>) day of the month proceeding the month of coverage.

21  
22 **ARTICLE XII – LEAVES**

23 1. Sick Leave

24 a. Adult Education teachers will accrue one (1) hour of sick leave for each  
25 eighteen (18) hours taught. Certificated staff who are full-time  
26 employees shall receive this sick leave in addition to that credited for  
27 service in another bargaining unit in the District. Sick leave accrued in

1 other bargaining units in the District will not be used for Adult School  
2 absences, nor will it be permissible to use Adult School sick leave for in  
3 another bargaining unit in the District.

4 (1) Employees shall not earn sick leave for hours not worked.

5 (2) Earned sick leave as defined herein is accumulative on a year-to-  
6 year basis.

7 b. The employee shall provide, upon District request, additional verification  
8 of the use of these sick leave provisions if there is reasonable evidence of  
9 abuse. Such verification may include a physician's report on the illness  
10 and/or surgery.

11 c. The unit member exercising a leave of absence shall notify the District's  
12 Substitute Service Department as soon as known but, short of an  
13 emergency or sudden illness, not later than one hundred twenty (120)  
14 minutes prior to the beginning of the instructional day to allow the  
15 District to secure substitute services. This notification should occur no  
16 later than 3:00 p.m. for classes starting on or after 6:00 p.m.

17 d. Return to Service: Upon return to active service, the unit member shall  
18 complete the District Absence Report Form and submit it to the  
19 immediate supervisor.

20 (1) A unit member who has experienced a disability absence requiring  
21 surgery, hospitalization, or extended medical treatment shall be  
22 required to submit prior to return to active duty, a medical  
23 statement indicating an ability to return to his/her position  
24 classification without restrictions or detriment to the unit member's  
25 physical and emotional well-being.

26 (2) A unit member shall not be allowed to return to service and shall  
27 forfeit pay for said time if he/she fails to notify the immediate

1 supervisor of intent to return to duty two (2) hours prior to the  
2 close of the preceding work day and by such notification failure, a  
3 substitute is secured.

4 e. The District shall provide each unit member with an accounting of the  
5 number of days of sick leave he/she has accumulated on or before the  
6 first day of instruction.

7 2. Personal Necessity Leave

8 a. Each employee may elect, in case of personal necessity, to use up to sixty  
9 percent (60%) of the current year's accrued sick leave. The term  
10 "personal necessity" shall be limited to the following situations:

11 (1) Death, when additional leave is required beyond that provided by  
12 Bereavement Leave, or serious illness of a member of the unit  
13 member's immediate family. (As used in this Article "immediate  
14 family" means the mother, father, stepmother, stepfather,  
15 stepchildren, grandmother, grandfather, or a grandchild of the unit  
16 member or of the spouse of the unit member, and the spouse, son,  
17 son-in-law, daughter, daughter-in-law, brother, or sister of the unit  
18 member, or any relative living in the immediate household of the  
19 unit member.)

20 (2) Accident or emergency involving the unit member's person or  
21 property or the person or property of the unit member's immediate  
22 family.

23 b. Family care, meaning care of a unit member's ill or injured spouse or  
24 children.

25 d. Return to service: Immediately upon return to active service, the unit  
26 member shall complete the District Absence Report Form and submit it  
27 to the immediate supervisor. The unit member shall provide, upon

1 District request, additional verification of the use of these leave  
2 provisions.

3 3. Maternity Leave

4 a. The purpose of maternity disability leave shall be for physical disability,  
5 which is caused or contributed to by pregnancy, miscarriage, childbirth,  
6 or recovery thereafter.

7 b. Eligibility: A unit member covered by this Agreement.

8 c. Procedure: A unit member becoming aware of the need for absence due  
9 to maternity shall submit a statement from her attending physician as far  
10 in advance as possible of the beginning date of disability and the  
11 anticipated date of return.

12 d. Compensation: Any unused sick leave credit may be used by the unit  
13 member without loss of compensation.

14 e. Return to Service: Upon return to active service, the unit member shall  
15 complete the District Absence Report Form and submit it to her  
16 immediate supervisor.

17 4. Paternity and Adoption Leave

18 a. Purpose: Paternity and adoption leave shall be for the father to use  
19 around the birth date of the child, or for the use of the adopting parent(s)  
20 at the time the child is being adopted.

21 b. Return to Service: Upon return to active service, the unit member shall  
22 complete the District Absence Report Form and submit it to the  
23 immediate supervisor.

24 5. Bereavement Leave

25 a. Purpose: The purpose of bereavement leave utilization shall be for the  
26 death of a member of the immediate family. Immediate family means  
27 the mother, father, stepmother, stepfather, stepchildren, grandmother,

1 grandfather, or a grandchild of the unit member or of the spouse of the  
2 unit member, and the spouse, son, son-in-law, daughter daughter-in-  
3 law, brother, or sister of the unit member, or any relative living in the  
4 immediate household of the unit member.

- 5 b. Eligibility: A unit member covered by this Agreement.
- 6 c. Procedure: A unit member exercising this leave of absence provision  
7 shall notify the immediate supervisors as soon as possible of the  
8 expected duration of the absence.
- 9 d. Requirements: A unit member shall be granted up to three (3)  
10 consecutive calendar days for which the Adult School is in session for  
11 bereavement purposes. If travel beyond 250 miles is required, two (2)  
12 additional days shall be allowed.
- 13 e. Compensation: All days of absence under the provisions of  
14 bereavement leave shall result in no loss of compensation to the unit  
15 member.
- 16 f. Return to Service: Upon return to active service, the unit member shall  
17 complete the District Absence Report Form and submit it to the  
18 immediate supervisor.

19 6. Imminent Death Leave

20 Three (3) days of full pay shall be granted each unit member in any school or fiscal  
21 year, in the case of serious illness or accident, with death imminent, of a member of the  
22 immediate family. The necessity of this type of absence shall be verified by a written  
23 statement by the attending physician stating that death was imminent, unless the leave is  
24 followed by bereavement leave.

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7. Industrial Accident and Illness Leave

- a. Industrial accident and illness leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties as determined by Workmen's Compensation Appeals Board.
- b. Eligibility: A unit member covered by this Agreement.
- c. Procedure: A unit member who has sustained a job-related injury shall report the injury on the District Accident Report Form within twenty-four (24) hours, whenever possible, to the immediate supervisor. The unit member shall report any illness on the District form to the immediate supervisor within twenty-four (24) hours, whenever possible, of the knowledge that the illness is an alleged industrial illness.
- d. Requirements:
  - (1) Allowable leave shall be for not more than the employee's scheduled working hours during not more than sixty (60) days during which the Adult School of the District is required to be in session or when the unit member would otherwise have been performing work for the Adult School in any one fiscal year for the same illness or accident.
  - (2) Allowable leave shall not be accumulated from year to year.
  - (3) Industrial accident or illness leave shall commence on the first (1st) day of absence.
  - (4) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
  - (5) Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of

1 California unless the Board authorizes travel outside the State  
2 [Education Code 44984 (f)].

3 (6) During any industrial paid leave of absence, the unit member shall  
4 endorse to the District the temporary disability indemnity checks  
5 received on account of industrial accident or illness. The District,  
6 in turn, shall issue the unit member's appropriate salary warrants  
7 for payment of the unit member's salary and shall deduct normal  
8 retirement, other authorized contributions and the temporary  
9 disability indemnity, if any actually paid to and retained by the unit  
10 member for periods covered by such salary warrants. Upon  
11 conclusion of this industrial paid leave, a unit member may utilize  
12 any available sick leave benefits providing that any sick leave  
13 utilization, when combined with any temporary disability  
14 indemnity, shall not exceed one hundred percent (100%) of the  
15 unit member's normal compensation.

16 e. Return to Service: A unit member shall be permitted to return to service  
17 after an industrial accident or illness only upon the presentation of a  
18 release from the authorized Workmen's Compensation physician  
19 certifying the unit member's ability to return to his/her position  
20 classification without restrictions or detriment to the unit member's  
21 physical and emotional well-being.

22 8. Judicial and Official Appearance Leave

23 a. Purpose: Judicial and official appearance leave shall be granted for  
24 purposes of regularly-called jury duty, appearance as a witness in court, as  
25 a litigant arising from causes of action concerning the performance of  
26 classroom or official duties, or to respond to an official order from  
27



1 another governmental jurisdiction for reasons not brought about through  
2 the connivance or misconduct of the unit member.

3 b. Eligibility: A unit member covered by this Agreement.

4 c. Procedure: The unit member seeking an official judicial appearance leave  
5 shall submit a request accompanied by the official order, when  
6 applicable, for an approved absence to the immediate supervisor.

7 d. Requirement: A unit member shall be granted a leave of absence not to  
8 exceed the duration of the requirements of the official order for  
9 participation and appearance. Said leave shall be limited to official  
10 participation and appearances which are scheduled during the employee's  
11 work hours.

12 e. Compensation: A unit member granted a leave of absence under these  
13 provisions shall be granted District compensation which, when added to  
14 jury or witness fees, shall not exceed the unit member's regular District  
15 compensation.

16 f. Return to Service:

17 (1) Upon return to active service, the unit member shall complete the  
18 District Absence Report Form and submit it to the immediate  
19 supervisor.

20 (2) The unit member shall provide verification of the use of these leave  
21 provisions.

22 g. A unit member who chooses to postpone a judicial summons and  
23 reschedule such appearance during non-contracted work days, shall  
24 receive the minimum substitute salary for each day of service during  
25 those non-contracted days. The unit member must provide supporting  
26 documentation to receive compensation for these days. The unit  
27

1 member must provide a copy of the Request to Postpone and Proof of  
2 Service to receive compensation for these days.

3 9. Association Leave

4 a. Leave time shall be granted to official Association representatives to  
5 attend to important Association business which cannot be conducted  
6 during off-duty hours.

7 b. When leave is granted, the Association shall reimburse the Adult School  
8 within thirty (30) days of being billed for the substitute cost for the days  
9 used.

10 10. Special Purpose Leave

11 Unit members may be allowed three (3) days leave to attend events of special  
12 importance to immediate family members which occur during the school day. Unit  
13 members using such leave shall receive their regular daily compensation less the established  
14 substitute rate for their position whether or not a substitute is retained to replace them. Unit  
15 members shall obtain prior approval from the District before taking such leave.

16  
17 **ARTICLE XIII – SAFETY**

18 1. Reports of Assaults, etc.

19 Any abuse of school personnel, assault or battery upon school personnel, or any  
20 threat of force or violence directed toward school personnel at any time or place which is  
21 related to school activity or school attendance shall be reported by unit members to their  
22 immediate supervisor and to the police or sheriff, as appropriate. Failure to report the  
23 incident to the appropriate law enforcement official may be a misdemeanor. Unit members  
24 shall complete reports required by the District relating to the violations described herein.

25 2. Unsafe Conditions

26 Unit members shall not be required to work under unsafe conditions or to perform  
27 tasks which endanger their health, safety, or well being.

1           3.    Personal Property Reimbursement

2           The Board shall reimburse unit members for any damage to clothing or personal  
3 property resulting from the member's efforts at halting or preventing any physical altercation  
4 involving a student. As a condition for reimbursement, unit members must first complete  
5 the reports as required above.

6  
7    **ARTICLE XIV – MILEAGE**

8           1.    Mileage Reimbursement

9           A unit member whose employment requires the use of his/her automobile in the  
10 performance of his/her assigned duty shall submit a monthly mileage voucher of District-  
11 assigned travel. Said voucher is to be verified by his/her immediate supervisor(s) and  
12 approved by the superintendent.

13           Mileage shall be reimbursed at the rate per mile permitted by the United States  
14 Internal Revenue Service. Should a change in such rate occur, the District will modify its  
15 reimbursement rate effective the first of the month following the date the District receives  
16 notification of the change. Unit members will be notified of changes in mileage rates in a  
17 timely manner.

18           2.    Accumulation of Mileage

19           If a unit member has less than twenty (20) miles of travel for the month, the total  
20 miles for that reporting period will be carried over to the following month.

21           3.    Vehicle Use

22           District travel shall be restricted to the use of automobiles and seat belts shall be  
23 utilized. Motorcycles are not to be used for District travel.

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1 **ARTICLE XV – CONTRACT CLAUSES**

2 1. Completion of Agreement

3 This document comprises the entire Agreement between the District and the  
4 Association on the matters within the lawful scope of negotiation. The District and the  
5 Association shall have no further obligation to meet and negotiate during the term of this  
6 Agreement on any subject whether or not said subject is covered by this Agreement even  
7 though such subject was not known nor considered at the time of the negotiations leading to  
8 the execution of this Agreement. However, upon mutual agreement, the parties may agree  
9 to negotiate amendments to this document and any amendments agreed to shall be ratified  
10 with the same formality as this Agreement.

11 2. Savings

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

15 3. Support of Agreement

16 The District and the Association agree that it is to their mutual benefit to encourage  
17 the resolution of differences through the meet-and-negotiate process. Therefore, it is agreed  
18 that the Association and the District will support this Agreement for its term.

19 4. Application

20 Further, if the subject matter of any District policy or procedure is covered to any  
21 extent by this agreement, then that District policy or procedure shall not apply to employees  
22 covered by this Agreement.

23 5. Subsequent Discussions

24 During the 2010-2011 school year, MEA and the District agree to meet to discuss  
25 the possible merger of the MEA Master Agreement and the Adult Education Master  
26 Agreement.

1 **ARTICLE XVI – TERM**

2 The term of this agreement shall be two (2) years covering the period of  
3 July 1, 2009, through June 30, 2011.

4  
5 **ARTICLE XVII – PEER ASSISTANCE AND REVIEW PROGRAM**

6 1. Purpose

7 a. The Peer Assistance and Review Program allows exemplary unit  
8 members to assist permanent unit members in the areas of subject matter  
9 knowledge and teaching methodology.

10 b. The extent of the Program’s assistance and review depends on whether  
11 the participating unit member is:

12 (1) A permanent unit member who has been referred as a result of  
13 receiving an unsatisfactory (U) on the Job Performance Summary  
14 Report in the category entitled “Evaluator’s Rating” or

15 (2) A voluntary participating unit member.

16 The Program’s assistance shall be provided through Consulting Unit  
17 Members as described in detail in Sections 3.c. of this article. This  
18 assistance shall not involve the participation in the process of the annual  
19 evaluation of certificated unit members as set forth in Article VIII of the  
20 Agreement and Education Code 44660.

21 c. The Program resources shall be utilized in the following priority; first, for  
22 Participating Unit Members with an “Unsatisfactory” in the composite  
23 Evaluator’s Rating; second, for Voluntary Participating Unit Members.

24 2. Definitions for Purposes of This Document

25 a. “Unit Member”

26 Any permanent member of the certificated bargaining unit who is  
27 covered by the certificated evaluation, Article VIII, of the Agreement.

1           b.    “Participating Unit Member”

2                   A permanent certificated unit member who is required by this Agreement  
3                   to participate in the Program as set forth by Section 1.b. of this article.

4           c.    “Consulting Unit Member”

5                   A unit member meeting the requirements of subsection 3.b. of this article  
6                   (Consulting Unit Members) who is selected by the Joint Panel to provide  
7                   Program assistance to a Participating Unit Member.

8           d.    “Voluntary Participating Unit Member”

9                   Any permanent unit member wanting to engage in a professional growth  
10                   activity utilizing a Consulting Unit Member’s assistance may apply for  
11                   participation in the PAR Program as a Voluntary Participating Unit  
12                   Member.

13           (1)   In addition a unit member with permanent status may volunteer to  
14                   participate in the PAR Program if his/her most recent performance  
15                   evaluation contained a needs improvement or unsatisfactory in the  
16                   areas of:

17                   (a)   Engaging and Supporting All Students in Learning

18                   (b)   Creating and Maintaining Effective Environments for  
19                   Student Learning

20                   (c)   Understanding and Organizing Subject Matter for Student  
21                   Learning for All Students

22                   (d)   Planning Instruction and Designing Learning Experiences for  
23                   All Students

24                   (e)   Assessing Student Learning

25                   (f)   Developing as a Professional Educator

26           3.    Governance and Program Structure

27           a.    Joint Panel

1 (1) The Peer Assistance and Review Program will be administered by a  
2 Panel consisting of five members, three certificated unit members  
3 and one alternate selected by the Executive Board of the bargaining  
4 unit, and three administrators (one of whom is non-voting)  
5 appointed by the District. Qualifications for the unit member  
6 representatives shall be the same as those for consulting unit  
7 members as set forth in Section 3.b. (1) of this article in addition to  
8 being members of the Association. A Panel member's term shall  
9 be three years.

10 (2) For referred teachers, the Joint Panel will make all decisions  
11 through consensus in the areas of appointments, reports and  
12 recommendations to the Governing Board, and Program plan and  
13 budget. Failing consensus, decisions will be made by majority vote.  
14 Four of the five Panel members will constitute a quorum for  
15 purposes of meeting and conducting business. For voluntary  
16 participants, placements will be made by the Coordinator of  
17 Teacher Development.

18 (3) The Joint Panel's primary responsibilities involve: establishing the  
19 annual Program and budget; selecting, assigning and overseeing the  
20 Consulting Unit Members. In addition, the Panel is responsible  
21 for:

22 (a) submitting to the Governing Board and the Association an  
23 annual report of the Program's impact, including names of  
24 referred participants and only numbers of voluntary  
25 participants (*See Exhibit F for a sample report*);

26 (b) assigning and reassigning the Consulting Unit Members;

1 (c) reviewing activity logs submitted by Consulting Unit  
2 Members (*See Exhibit G*);

3 (d) monitoring and guiding the effectiveness of the Consulting  
4 Unit Members in assisting the Participating Unit Member;

5 (e) coordinating with the District to provide training for  
6 Consulting Unit Members, for Panel members, and where  
7 appropriate, for Unit Members;

8 (f) forwarding to the Personnel Office (at the end of the year) all  
9 the activity logs from the referred unit member participants  
10 that shall be filed in the unit member's personnel files.  
11 Voluntary Unit Members may request that activity logs be  
12 included in his/her personnel file;

13 (g) establishing internal operating procedures and regulations  
14 necessary to carry out the requirements of the Education  
15 Code and this document. The Joint Panel shall be chaired by  
16 the non-voting administrator. The Joint Panel Chair will be  
17 responsible for announcing meetings, preparing and  
18 providing agendas, and designating responsibilities for  
19 minutes and other related responsibilities.

20 (4) The Panel shall use the following procedure for establishing the  
21 annual Program plan and budget:

22 (a) By the last meeting in May, the Committee will develop a  
23 Program and proposed budget to be submitted to the  
24 Governing Board, for approval for the succeeding year, that  
25 will include:

- 26 1. the estimated state revenues for the Program;
- 27 2. the estimated expenditures, involving:



- projected number of Unit Members;
- projected (full and part-time) number of Consulting Unit Members needed to service the projected need;
- release time for the Panel, Consulting Unit Members and Participating Unit Members;
- pay for Panel members and Consulting Unit Members that is consistent with the pay parameters established by the negotiating parties;
- projected costs for training, administrative overhead, and if necessary, legal and consulting assistance; and
- projected revenue available for Staff Development Program.

b. Consulting Unit Members

(1) Minimum qualifications for Consulting Unit Member:

A Consulting Unit Member in the Peer Assistance and Review Program is a unit member who provides assistance to a Participating Unit Member. A Consulting Unit Member shall have the following minimum qualifications:

- (a) holds a valid California credential;
- (b) has achieved permanent status as a unit member in Manteca Unified School District. The Joint Panel may select a Consulting Unit Member from another District or a retired unit member to fill the position as deemed necessary.
- (c) has a minimum of five (5) years recent service experience;

1 (d) shall not have a summary evaluation with a “needs  
2 improvement” or “unsatisfactory” rating within the previous  
3 two years;

- 4 1. works collaboratively with peers;
- 5 2. maintains professional confidentiality;
- 6 3. understands the need to be available and maintain  
7 consistent contact;
- 8 4. has demonstrated exemplary teaching ability to the Joint  
9 Panel as indicated by:

- 10 ● effective communication skills;
- 11 ● mastery of a range of strategies necessary to meet  
12 the needs of pupils in different contexts.
- 13 ● demonstrates knowledge of the California Standards  
14 for the teaching profession and the state adopted  
15 academic content standards and performance levels  
16 for students.

17 (2) The Panel’s procedures for selecting Consulting Unit Members will  
18 include a review of the candidate’s application (available through  
19 the Teacher Development Department), a recommendation from  
20 the candidate’s supervisor, and may also include provisions for  
21 observation of the consulting unit member candidate. The  
22 Consulting Unit Members may be selected from either onsite or  
23 offsite (*See Exhibit H – Consulting Unit Member Application*).

24 (3) Training provided for Consulting Unit Members outside of the  
25 regular work-day shall be compensated at the District’s rate of  
26 compensation for training. Compensation for annual services  
27 provided by a Consulting Unit Member shall be compensated at the

1 PAR hourly stipend rate of \$40.00. These hours shall be  
2 documented on the Peer Assistance and Review Activity Log (*See*  
3 *Exhibit G – Activity Log*).

4 (4) The Joint Panel will assign Consulting Unit Members. Within the  
5 first six weeks of assignment, either the Consulting Unit Member  
6 or the Participating Unit Member may petition the Panel for an  
7 assignment change for good reasons. The Participating Unit  
8 Member shall be allowed only one change per year.

9 (5) A Consulting Unit Member who is a full-time employee of the  
10 District will not be assigned more than one Participating Unit  
11 Member at a time.

12 c. Consulting Unit Members shall provide assistance to Participating Unit  
13 Members in the areas of subject matter knowledge, and teaching  
14 methodology. This assistance may include, but is not limited to the  
15 following activities:

- 16 (1) provide consultative assistance to improve in the specific areas  
17 suggested by the evaluating administrator and the Participating Unit  
18 Member;
  - 19 (2) observations of the Participating Unit Member during periods of  
20 service;
  - 21 (3) assisting the Participating Unit Member to observe the Consulting  
22 Unit Member or other selected unit members;
  - 23 (4) attending specific training in specified techniques or in designated  
24 subject matter;
  - 25 (5) modeling good practices for the Participating Unit Member;
  - 26 (6) maintaining an activity log for each Participating Unit Member.
- 27

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4. Joint Panel Recommendations

- a. Referred unit members will continue participating in the Program until the Joint Panel determines the unit member no longer benefits from participation in the Program, or the unit member receives a satisfactory evaluation, or the unit member is separated from the District. The Joint Panel will include in its written report to the Governing Board the name(s) of referred participating unit members. The District has the sole authority to determine whether the Participating Unit Member has been able to demonstrate satisfactory improvement.
- b. Voluntary unit members may leave the program at any time.

5. Other Provisions

- a. Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 354.01(g) and (m).
- b. Unit members who perform functions as Consulting Unit Members or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- c. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or unit member under provisions of the Education Code relating to employment, classification, retention, or non-re-election of certificated staff. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

1 d. Records

2 (1) All documents and information relating to the “referred”  
3 participation in this Program will be regarded as personnel records  
4 and subject to the personnel record exemption of the California  
5 Public Records Act (Government Code Section 6250, et seq.). The  
6 annual evaluation of the Program’s impact, excluding any  
7 information on identifiable individuals, shall be subject to  
8 disclosure under the Public Records Act.

9 (2) All parts of the selection process of Consulting Unit Members will  
10 be treated as confidential and will not be disclosed except as  
11 required by law.

12 (3) All Consulting Unit Member records of the Participating Unit  
13 Member will be destroyed in a timely manner.

14 (4) All documents for the Peer Program will be filed by the Joint Panel  
15 separately from the individual personnel records, except as  
16 specified in 3.a.(3) of this article.

17 (5) This agreement will be attached to the Master Agreement as Peer  
18 Assistance Program and shall be reviewed annually by the Joint  
19 Panel.  
20

21 **ARTICLE XVIII - CONCERTED ACTIVITIES**

22 1. Duty to Comply

23 The Association and the District recognize the duty and obligation of their  
24 representatives to comply with the provisions of this Agreement. The Association will not  
25 direct its members to stop performing required duties with respect to  
26 “work-to-rule” or other concerted activities.  
27

1           2.    No Strike or Lockout

2           It is agreed and understood that there will be no strike, work stoppage, or lockout  
3 during the term of this Agreement.

4           3.    Unit Member Violation

5           It is further agreed and understood that any unit member violating this Article may  
6 be subject to disciplinary action as provided by State law, including provisions of SB 813 or  
7 Governing Board policy.

8    **EXHIBIT A – CHECKLIST OBSERVATION FORM**

9    **EXHIBIT B – CHECKLIST SUMMARY EVALUATION REPORT**

10   **EXHIBIT C – CALIFORNIA STANDARDS FOR THE TEACHING**  
11 **PROFESSION**

12   **EXHIBIT D – CHECKLIST IMPROVEMENT PLAN**

13   **EXHIBIT E – CHECKLIST IMPROVEMENT PLAN LOG OF ACTIVITIES**

14   **EXHIBIT F – PEER ASSISTANCE AND REVIEW SAMPLE ANNUAL REPORT**

15   **EXHIBIT G – PEER ASSISTANCE AND REVIEW ACTIVITY LOG**

16   **EXHIBIT H – APPLICATION FOR PEER ASSISTANCE AND REVIEW**  
17 **CONSULTING UNIT MEMBER POSITION**

18   **ADULT EDUCATION SALARY SCHEDULE 2009-2015**

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**MANTECA UNIFIED SCHOOL DISTRICT  
CHECKLIST OBSERVATION FORM**

Exhibit A

<b>Unit Member Name:</b>	<b>Date (use separate form for each observation):</b>
<b>Site(s):</b>	<b>Primary Evaluator:</b>
<b>Time/Period:</b>	<b>Grade/Subject:</b>
<b>Date of Observation:</b>	<b>Date of Conference:</b>

<b>1</b>	<b>SATISFACTORY</b> Identify each element as 1, 2, or NR	<b>2</b>	<b>NEEDS IMPROVEMENT</b> Identify each element as 1, 2, or NR	<b>NR</b>	<b>NOT RELEVANT</b> Not relevant to lesson observed
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<b>Standard I - Engaging &amp; Supporting All Students in Learning</b>	<b>1</b>	<b>2</b>	<b>NR</b>
• Connecting prior knowledge, life experience, & interests			
• Using a variety of instructional strategies & resources			
• Facilitating learning experiences-autonomy, interaction, & choice			
• Engaging students in problem-solving, critical thinking, & skills			
• Promoting self-directed, reflective learning for all students			
<b>Standard II - Creating &amp; Maintaining an Effective Environment for All</b>	<b>1</b>	<b>2</b>	<b>NR</b>
• Organizing the physical environment			
• Planning & implementing procedures & routines			
• Establishing a climate of fairness & respect			
• Promoting social development & responsibility			
• Establishing & maintaining standards for student behavior			
• Using instructional time effectively			
<b>Standard III - Understanding &amp; Organizing Subject Matter Knowledge</b>	<b>1</b>	<b>2</b>	<b>NR</b>
• Demonstrating knowledge of subject matter content			
• Organizing curriculum to support student understanding			
• Integrating ideas & information			
• Developing student understanding - instructional strategies			
• Using materials, resources, & technologies			
<b>Standard IV - Planning Instruction &amp; Designing Learning Experiences for All</b>	<b>1</b>	<b>2</b>	<b>NR</b>
• Drawing on students' background, interests, & developmental learning needs			
• Establishing goals for student learning			
• Developing long & short term plans			
• Modifying for student needs			
<b>Standard V - Assessing Student Learning</b>	<b>1</b>	<b>2</b>	<b>NR</b>
• Establishing learning goals for all students			
• Using multiple sources of information to assess			
• Involving & guiding students assessing their own learning			
• Using the results of assessments to guide instruction			
• Communicating with students & families about student progress			
<b>Standard VI - Developing as a Professional Educator</b> (To be discussed and completed at post-observation conference)	<b>1</b>	<b>2</b>	<b>NR</b>
• Reflecting on teaching & learning			
• Engaging families in student learning			
• Using community resources to support student learning			
• Working with colleagues to improve teaching & learning			
• Pursuing opportunities to contribute & grow professionally			
• Balancing professional responsibilities			

**Comments:**

Additional sheet attached (Optional) - Signatures & date required on optional sheet

Evaluator Signature

Date

Unit Member Signature

Date

Distribution: Original to Unit Member

Copy to Evaluator

## MANTECA UNIFIED SCHOOL DISTRICT CHECKLIST SUMMARY EVALUATION REPORT

UNIT MEMBER NAME \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_  
 SITE(S) \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

**RATING STANDARD**

- I. Engaging and Supporting All Students in Learning
- II. Creating and Maintaining Effective Environments for Student Learning
- III. Understanding and Organizing Subject Matter for Student Learning
- IV. Planning Instruction and Designing Learning Experiences for All Students
- V. Assessing Student Learning
- VI. Developing as a Professional Educator
- Composite Rating** (A rating of N or U requires a combination of 2 or more N's and/or U's in the above categories.)

**EXPLANATION OF RATING SYMBOLS**

"E" = Effective. Meets or exceeds standards of the District.  
 "N" = Needs improvement.  
 "U" = Unsatisfactory. Does not meet the standards of the District.

**POST EVALUATION ACTION** *(Please mark appropriate box(es).)*

<input type="checkbox"/> <b>None</b>	<input type="checkbox"/> <b>Improvement Plan</b> Required for a less than effective rating in any Standard I - VI above. Form IP1, Improvement Plan	<input type="checkbox"/> <b>Evaluation Next School Year</b> Required for a combination of two (2) or more N's or U's in any of Standards I - VI above. Form IP1, Improvement Plan.	<input type="checkbox"/> <b>PAR Referral</b> Required for a permanent unit member with a composite rating of U. Requires improvement plan and evaluation the following year. Form IP1, Improvement Plan Forms _____, PAR forms
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**DATES OF OBSERVATIONS:** \_\_\_\_\_

**DATES OF OBSERVATION CONFERENCES:** \_\_\_\_\_

**DATE OF SUMMARY EVALUATION CONFERENCE:** \_\_\_\_\_

**COMMENTS:**

\_\_\_\_\_  
 Signature of Primary Evaluator      Date      \*Signature of Unit Member      Date

Signed comments by the Evaluator are attached [ ]      Signed comments by the Unit Member are attached [ ]

\*Signature of unit member does not necessarily signify agreement with the evaluator's ratings.

Distribution:    Original to Unit Member      Copy to Personnel Department      Copy to Evaluator



# California Standards for the Teaching Profession

Exhibit C

## STANDARD ONE:

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

## STANDARD TWO:

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

## STANDARD THREE:

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

## STANDARD FOUR:

<b>Planning Instruction and Designing Learning Experiences for All Students</b>
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
4.2 Establishing and articulating goals for student learning.
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

## STANDARD FIVE:

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

## STANDARD SIX:

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

**MANTECA UNIFIED SCHOOL DISTRICT  
CHECKLIST IMPROVEMENT PLAN**

EXHIBIT D

Check (✓) the Standard(s) I - VI below for which an "N" or "U" was received on the *Checklist Summary Evaluation Report*. Document specific plans for improvement in the appropriate boxes next to the checked Standard(s).

Unit Member Name:	Date:	Site(s):	Primary Evaluator:
Date of Summary Evaluation Conference			
Requiring Improvement Plan:			
Projected Date of Completion:			
Timeline for Improvement Plan			

Area(s) of Improvement	Workshops	Class	Means and Methods					
			Observed	Visit Classrooms	BTSA	PAR	Other	
Standard I <i>Engaging &amp; Supporting All Students in Learning</i>								
Standard II <i>Creating &amp; Maintaining an Effective Environment for All</i>								
Standard III <i>Understanding &amp; Organizing Subject Matter Knowledge</i>								
Standard IV <i>Planning Instruction &amp; Designing Learning Experiences for All</i>								
Standard V <i>Assessing Student Learning</i>								
Standard VI <i>Developing as a Professional Educator</i>								

*Copy to Evaluator (2-sided)*

*Distribution: Original to Unit Member (2-sided)*

Primary Evaluator Signature	Date
Unit Member Signature	Date

Check (✓) the Standard(s) I - VI below for which an "N" or "U" was received on the *Checklist Summary Evaluation Report*.  
 List by date and description the completed improvement activities in the appropriate Standard area(s).

✓	Area(s) of Improvement	Means and Methods					PAR	Other
		Workshops	Class	Observed	Visit Classrooms	BTSA		
	Standard I <i>Engaging &amp; Supporting All Students in Learning</i>							
	Standard II <i>Creating &amp; Maintaining an Effective Environment for All</i>							
	Standard III <i>Understanding &amp; Organizing Subject Matter Knowledge</i>							
	Standard IV <i>Planning Instruction &amp; Designing Learning Experiences for All</i>							
	Standard V <i>Assessing Student Learning</i>							
	Standard VI <i>Developing as a Professional Educator</i>							

Conference Dates: \_\_\_\_\_ Evaluator's Comments - Please initial your comments and attach additional pages as necessary: \_\_\_\_\_

Primary Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Distribution: Original to Unit Member (2-sided) Copy to Evaluator (2-sided) Unit Member Signature \_\_\_\_\_ Date \_\_\_\_\_

MANTECA UNIFIED SCHOOL DISTRICT  
PEER ASSISTANCE AND REVIEW PROGRAM  
SAMPLE ANNUAL REPORT FROM PEER ASSISTANCE  
JOINT PANEL

TO: Manteca Unified School District Board of Education  
Manteca Educators Association Executive Board  
FR: Peer Assistance Joint Panel  
RE: 2000-01 Annual Report  
DT: June 30, 2001

***Referred Participants:***

The Joint Panel received two referrals for Peer Assistance for permanent teachers whose 1990-00 evaluations in teaching methods/subject matter knowledge were unsatisfactory:

1. John Doe
2. Mary Jane

***Voluntary Participants:***

The Joint Panel received voluntary requests for Peer Assistance from twenty-eight teachers, 17 of which are probationary and 11 of which are permanent.

In addition, the Joint Panel provided large-group peer assistance via staff development meetings, conference and trainings to 206 teachers.

***Consulting Unit Members/Trainers:***

The Joint Panel trained and assigned ten consulting teachers to deliver Peer Assistance, 3 of which are primary level teachers, 2 of which are intermediate level teachers, 2 of which are junior high level teachers, and 3 of which are high school level teachers.

***Topic/Activities Covered in the Peer Assistance Program:***

The following topics/activities were addressed:

1. Classroom Control
2. Unit Development for K-6 Science
3. Conflict Management
4. IEP Development for Regular Teachers
5. Managing Difficult Student Behavior
6. High School Mathematics Instructional Methods
7. Technology in the Classroom

***Recommendations:***

For 2001-02, the Joint Panel recommends:

1. Orientation to Peer Assistance program for all new principals and teachers
2. Additional Consulting Unit Members to be recruited for large group presentation and staff development activities.

**MANTECA UNIFIED SCHOOL DISTRICT  
PEER ASSISTANCE AND REVIEW  
ACTIVITY LOG**

Unit Member     Participating  
                            Volunteer

Reporting period:    Turn in this log to the Teacher Development Center by the 5<sup>th</sup> day of each month for timely compensation.

<i>Administrator Name</i>	<i>Unit Member Name</i>	<i>Consulting Unit Member Name</i>
<i>Site</i>	<i>Site</i>	<i>Site</i>

Please document the direct/indirect support activities you have done which are related to this Peer Assistance and Review (PAR) process. At the end of the school year, send copies of your log to those listed at the bottom of the page.

*Types of:  
 Direct support activities (DSA) - meetings, consultations, observing, telephone contact, correspondence, etc.  
 Indirect support activities (ISA) - trainings, preparation for meetings, research, professional contacts, etc.*

ACTIVITY	DATE	TYPE	HOURS SPENT	FOCUS/PURPOSE	COMMENTS

Please see reverse for additional support activities.

ACTIVITY	DATE	TYPE	HOURS SPENT	FOCUS/PURPOSE	COMMENTS

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

### MANTECA UNIFIED SCHOOL DISTRICT APPLICATION FOR PEER ASSISTANCE AND REVIEW CONSULTING UNIT MEMBER POSITION

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
School/Location (*If YRE, indicate track assignment*)

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Phone #

/\_\_\_\_\_  
Work Phone #

Why do you want to be a consulting unit member?

Grade Levels and Programs You Would Support (*Check all that apply*)

Elementary

- 1<sup>st</sup>     2<sup>nd</sup>     3<sup>rd</sup>     4<sup>th</sup>     5<sup>th</sup>     6<sup>th</sup>

Secondary

7/8<sup>th</sup>    Subject Areas: \_\_\_\_\_

9-12<sup>th</sup>    Subject Areas: \_\_\_\_\_

Programs

- SDC     RSP     Speech     Psychologist     APE     ROP     JROTC

Teaching Experience (*List 10 years experience with most recent first*)

POSITION	GRADE LEVEL OR SUBJECT	SCHOOL OR LOCATION	SUPERVISOR ( <i>IF NOT MUSD/INCLUDE PHONE #</i> )

*Please see reverse to complete remainder of application*

**Specialized Training**

TYPE OF TRAINING	DATE	SKILLS

**References** (*Reference by current administrator preferred but not required*)

NAME	POSITION	PROFESSIONAL RELATIONSHIP	TELEPHONE NUMBER

My signature signifies that I understand that I will be required to receive Peer Assistance and Review (PAR) training and I am willing to work outside my assigned teaching calendar/workday to receive training and to provide support related to the PAR program.

Signature \_\_\_\_\_

Date \_\_\_\_\_



## **ADULT EDUCATION SALARY SCHEDULE**

**Effective July 1, 2009**

<b>Step I</b>	<b>\$28.67</b>
<b>Step II</b>	<b>\$29.44</b>
<b>Step III</b>	<b>\$30.18</b>
<b>Step IV</b>	<b>\$30.89</b>
<b>Step V</b>	<b>\$31.67</b>