

**Moraga Teachers' Association
and
Moraga School District
Collective Bargaining Agreement**

July 1, 2023 - June 30, 2024



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ARTICLE 1. AGREEMENT

This is an Agreement, made and entered into between the Moraga School District (hereinafter referred to as "District") and the Moraga Teachers Association, affiliated with the California Teachers Association and the National Education Association, (hereinafter referred to as "Association").

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

ARTICLE 2. RECOGNITION

The Board recognizes the Association as the exclusive representative of all certificated contract employees: teachers, school psychologists, speech and language pathologists, counselors, and nurses of the District excluding management, confidential, and supervisory employees. The exclusion applies to the Superintendent, Director of Curriculum and Instruction, Director of Technology, Director of Pupil Services, Chief Business Official, principals, assistant principals, substitute teachers, home teachers, and summer school teachers.

ARTICLE 3. ASSOCIATION RIGHTS

The Association shall have the right to post notices of activities and related Association matters on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the district intra-mail service and teacher mailboxes for communications to teachers.

The Governing Board shall place on the printed agenda of each regularly scheduled Board meeting appropriate matters brought to it for consideration by the Association, provided that the content of the item has been made known to the Superintendent, in writing, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

ARTICLE 4. ORGANIZATIONAL SECURITY

The Board and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations, and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

Upon written authorization by the Moraga Teachers Association (MTA), the District will provide payroll deduction of dues.

ARTICLE 5. MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers is the exclusive right to; determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work as legally allowed under the Education and Government Codes; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees.

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

ARTICLE 6. SALARIES, ADVANCEMENT ON THE SALARY SCHEDULE,
HEALTH AND WELFARE BENEFITS, AND USE OF PERSONAL AUTOMOBILE

6.1 Payroll Period and Salary Placement

6.1.1 The payroll period shall be defined as monthly, beginning with August 1, unless previously contracted on a twelve (12) month basis with the exception of Bargaining Unit Members hired after June 30. Salary payments shall be made not later than the last day of each month.

6.1.2 Teachers shall be placed on the appropriate column of the salary schedule in accordance with the degree and advanced preparation they have completed. Compensation for part-time employment shall be calculated upon a percentage of minutes at a school site required of full-time employees. Teaching time, preparation period, and passing period shall be included in the total number of school site minutes designated by the District for both full-time and part-time employment. School site time required before and after school shall be included in the total number of minutes designated by the District for full-time employment only. Lunchtime shall be excluded from both calculations.

6.1.3 Initial placement on the salary schedule shall be automatically granted according to prior experience upon verification of credit for certificated service years in a public K-12 setting. Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If a teacher is employed full-time for more than one semester of a school year, he/she shall be given credit for the year's experience for salary schedule advancement purposes.

- a) A teacher who works 50% or more in a school year shall be entitled to move on the step and column as a full-time employee. For each step and column movement, teachers who work less than 50% in a given year must work two years or more until the sum of their annual % equals or exceeds 50%.
- b) Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this calculation results in a fraction, the fraction will be rounded to the nearest whole number and the teacher shall be placed on the appropriate column.
- c) The District shall provide each teacher a statement of the number of units

and credited years upon request.

- d) The District shall make a reasonable attempt to pay all retroactive salary adjustments five dollars (\$5) or greater.

6.2 Advancement on the Salary Schedule

6.2.1 College and University Course Work

When a teacher desires to take courses for credit for advancement on the salary schedule, he/she must submit the course title and its relation to the scope of the District curriculum to his/her principal. Should the principal deem the course unacceptable, he/she would refer it to the Director of Curriculum and Instruction. The Director of Curriculum and Instruction would then call a meeting of the Professional Growth Committee. The Professional Growth Committee will be composed as follows: two teachers appointed by the Moraga Teachers Association and two administrators. The Committee will review the course and decide if it is acceptable taking into consideration input from the parties involved. Professional advancement categories include the following:

- a) Courses which develop increased competence in the present teaching area.
- b) Courses which are preparation for a teacher who changes, or plans to change, from one curriculum to another.
- c) Courses which would develop competencies in an additional curriculum area.
- d) Courses which may not apply directly to the curriculum taught, but contribute to the background which the teacher uses to stimulate students.
 - ii) All official transcripts of advanced units must be submitted to the District Office by October 1 to be retroactive to the current school year.
 - iii) After October 1st, verification of professional growth activities should be submitted to the District Office by the first of the month. The salary adjustment will be reflected by the next paycheck.
 - iv) District-approved in-service training sessions will be evaluated on the basis of fifteen hours for one unit.

6.2.2 Travel

A month of travel time is the minimum for which units will be allowed. The value of the trip should result in the development of materials (slides, artifacts), language skills, cultural understanding, or in the personal development of the teacher. Neither distance covered nor time taken is of prime importance. A comprehensive report of the value of the trip is required. An outline map giving the itinerary of the trip should be included. Of the 75 units beyond the B.A. required for maximum salary, only 12 may be earned by travel.

- a) Summer Travel. For travel with a specific educational itinerary (directly related to classroom activity), up to four units per month will be granted. The maximum number of units for any trip is six.
- b) Extended Travel. Extended travel may be on a straight leave of absence. The maximum number of units to be allowed is six.

6.2.3 Individual Activities or Achievement

a) Original Work: Published material or evidence of completed projects must be submitted. The number of units granted will depend on the value of the work completed.

b) Special Instruction: Private instruction in areas such as art, music or language will be evaluated on the basis of one unit for fifteen hours. A letter of verification is required. Credit may be granted for experience or employment in technical, professional, or commercial work resulting in the learning of new techniques or use of equipment related to the teaching area. One workweek (approximately forty hours) will equal one unit. Maximum number of units is six for one summer. A report of the value of the experience as well as verification of employment is required.

Since credit is to be granted for summer work on the following August's salary schedule, it will be necessary for the Professional Growth Committee to assign tentative value to the activity to be undertaken. All preplanning for work to be done during the summer must be in the hands of the Committee by May 15. The deadline for verification is October 1.

Note: Professional advancement credit will not be granted for the following:

- i) Curriculum writing and development for which the employee is paid a salary.
- ii) Participation in institutes and projects for which the employee is paid a salary. (Reimbursement for expenses is not considered salary.)
- iii) Participation in conferences and conventions for which no college or university credit is given.

6.3 Health and Welfare Benefits

- a) Effective October 2010 and thereafter, the District shall pay 60% of any increase in Kaiser health care benefit premium costs and each bargaining unit member shall pay 40% of any increase in Kaiser health care benefit premium costs.
- b) Appendix A will reference the current Health Benefit Cap amounts.
- c) District shall provide a life insurance plan for eligible unit members.
- d) Part-time employees who serve at least one-half of a full-time equivalent (0.5 FTE) shall be eligible to receive a pro-rata District contribution toward fringe benefits as provided in this Agreement equal to their full-time equivalency.
- e) Retired, or those meeting retirement eligibility, certificated employees who have been continually enrolled or have a COBRA qualifying event may enroll in health and welfare and dental plans offered by the District to employees, at their own expense as provided for in Education Code 7000-7007. This enrollment will be allowed and enrollment will be continued only if it results in no increased cost to the District or to non-retired District employees, and only if it continues to be acceptable to the District's insurance providers.
- f) The District shall provide benefits offered under this Article to eligible domestic partners to the same extent that such benefits are offered to spouses. To establish eligibility, the employee shall submit a copy of his/her domestic partner certificate showing registration with the California Secretary of State. The employee shall notify the District within 30 days of termination of the domestic partnership to

allow the District to modify the benefit coverage. Benefits offered under this section are subject to applicable state and federal law, and the District shall not be responsible for the tax treatment or any other legal consequences that may occur as a result of providing domestic partner benefits.

g) For new hires, benefits are effective the first of the following month of start date. For early terminations and/or retirements, benefits will terminate the last day of the month worked. For terminations and/or retirements at the end of the school year, benefits will terminate on August 31st, unless the employee wants to terminate benefits earlier.

6.4 Use of Personal Automobile

a) Certificated employees who may be requested by the District to use their own automobiles in the performance of their duties, and those who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established annually by the Governing Board for all job-related driving done after arrival at the first location at the beginning of their workday.

b) Certificated employees who are required and receive advance authorization by the District to use their personal cars for field trips or other business of the District shall receive the benefits provided for in paragraph 1 above.

c) Personnel who are covered by the provisions of this Article shall submit their mileage reimbursement claims on the appropriate District form within thirty (30) calendar days following the month in which the travel occurred.

ARTICLE 7. GRIEVANCE PROCEDURES

7.1 Preface

Matters not in this Agreement are not within the scope of this procedure. This Grievance Procedure is and shall be the exclusive procedure for processing grievances.

7.2 Definitions

- a) A "grievance" is a formal written allegation by a unit member who has been adversely affected by a violation of the express and specific provisions of this Agreement.
- b) A "grievant" is one or more unit members of the district covered by the terms of this Agreement with an alleged grievance. The Association may file on behalf of a grievant or on its own behalf.
- c) A "day" is a contracted work day for unit members.
- d) The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
- e) "Binding" arbitration means that both the grievant and the District shall abide by the decision of the arbitrator.
- f) "Advisory" qualifies decisions rendered by an arbitrator as being nonbinding and non compulsory on the parties involved. An advisory decision shall be considered a recommendation which may be followed, modified, or rejected by the District.

7.3 Rights of Teachers to Representation

- a) No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- b) A teacher may be represented at all stages of the grievance procedure by him/herself, his/her attorney, or, at his/her option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to be present and to state its

views at all stages of the formal level.

7.4 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The grievant may bring a MTA representative to any and all face-to-face conferences with prior notification to immediate supervisor.

7.5 Formal Level

7.5.1 Level 1

Within ten (10) days after the grievant is aware of or should have been aware of the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor and present a copy to the President of the Moraga Teachers Association.

a) This statement shall be a clear, concise statement of the grievance, the circumstances involved, the explicit provision of this Agreement alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought. The supervisor shall inform the grievant in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

b) Within the above time limits, either party may request a personal conference with the other party.

7.5.2 Level 2

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

The Superintendent or designee shall communicate a decision to the grievant in writing within ten (10) 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 the next level.

7.5.3 Level 3

In the event that the grievant is not satisfied with the decision at level II, or if no written decision has been rendered by the Superintendent/designee within the prescribed ten (10) day period, the grievant may within ten (10) days submit a written request to the Superintendent for conciliation of the grievance. Upon receipt of a timely request, the Superintendent will request the California Conciliation Service to provide a conciliator to assist the parties in resolving the grievance. If no conciliator is assigned within ten (10) days of the Superintendent's request, then the grievant may proceed to Level IV. The conciliator shall not make written or public recommendations relative to the grievance. The conciliator shall attempt to resolve the grievance within twenty (20) days of his/her appointment

7.5.4 Level 4

In the event the conciliation process has not resolved the grievance within the twenty (20) days, the grievant may within five (5) days submit a request in writing to the Association for arbitration of the dispute. A copy of the request will be simultaneously submitted to the Superintendent. As soon as possible and in any event no later than ten (10) working days after the District receives written notice of the Association's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by lot.

7.6 Power of Arbitrator

- a) Decisions rendered by the arbitrator shall set forth in writing findings of fact, reasoning, and conclusions on issues submitted.
- b) The arbitrator shall be empowered to decide whether a grievance is arbitrable; however, his/her decisions shall be appealable to the court of law.
- c) The arbitrator shall not have the power to award damages for personal injury.
- d) The arbitrator may hear and determine only one grievance at a time, unless the District and Association expressly agree otherwise.

- e) The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement, or the written policies, rules, regulations, and procedures of the District.

7.7 General Provisions

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a statement of what issues are involved, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and conclusions which shall be binding to the parties. If any financial award against the District, except for any award for back salaries and fringe benefits, is in excess of \$1,000, his/her decision shall be advisory.

7.8 Fees and Expenses

The fees and expenses of the arbitration shall be borne by the losing party. All other expenses, including attorney fees, shall be borne by the party incurring them.

7.9 Exclusions

Neither the Superintendent's judgment, as contained in Article IX, Transfers, shall be subject to the grievance procedure, nor shall the evaluator's judgment and recommendations contained in classroom observation reports and formal evaluations, as referred to in Paragraphs E, F and K of Article VIII, Evaluation Procedures, be subject to the grievance procedure. Under no circumstances shall this arbitration procedure be deemed to vest in any person or authority the right to determine the policies of the District, and the Association agrees that such authority is vested solely in the Governing Board.

ARTICLE 8. EVALUATION PROCEDURES

See attached MOU, effective 7/1/23, between MSD and MTA for the 2023-2034 School year.

Every probationary and temporary bargaining unit member will be formally evaluated by a district administrator in writing at least twice each school year utilizing the Traditional Evaluation Process (TEP). The first evaluation will take place on or before December 1, and the second evaluation will take place on or before March 1.

Every permanent bargaining unit member covered under this Agreement, except those eligible for Section H, will be formally evaluated by a district administrator in writing at least every other year utilizing the Traditional Evaluation Process (TEP) or, with approval from the site administrator, the Reflective Evaluation Process (REP). Said evaluation shall be no later than May 1 of the school year in which the evaluation takes place.

The California Standards for the Teaching Profession (CSTP) will be used to develop objectives or identify standards and elements. The failure to reach agreement on proposed objectives, standards, or elements will necessitate that the district administrator and the bargaining unit member meet with the Superintendent to mediate the disagreement.

The TEP/REP report filed in the District Office will contain no statement which has not been made available to the bargaining unit member prior to it being placed in his/her personnel file. Evaluations are based primarily on classroom observations, and will not include allegations arising from unsubstantiated complaints.

The district administrator's judgment and recommendations contained in TEP/REP reports and formal evaluations shall not be subject to the Grievance Procedure contained in Article VII of this Agreement. However, the evaluation procedures of this Article are grievable.

8.1 Traditional Evaluation Process (TEP) (See Appendices F1, F2, F3)

- a) No later than the end of the seventh school week of the year in which evaluation is to take place, the district administrator and the bargaining unit member shall have developed objectives for the Traditional Evaluation Process (TEP).

- b) Each formal evaluation shall be preceded by at least two classroom observations, one of which will be at least twenty (20) minutes in length. Within five (5) working days the district administrator will meet with the bargaining unit member to discuss and provide a written copy of the observation evaluation which will be signed by both parties.
- c) Upon completion of the formal evaluation, the district administrator will hold a conference and give the bargaining unit member a duplicate copy of the completed evaluation report, which is to be signed by both parties. The signature of the bargaining unit member shall not imply either agreement or disagreement with the evaluation report, but an acknowledgment that the evaluation has taken place and been discussed. If the bargaining unit member is in disagreement with the content of the report, he/she may so state in writing within ten (10) days. This statement will become a permanent part of the evaluation. An employee may request a reassignment within the same school. When a request for reassignment is received, the site principal will meet with the employee to discuss the request. It is the principal's discretion to grant or deny this request. If a principal denies a reassignment request, they will provide the employee with the reason(s).
- d) The district administrator will confer with the bargaining unit member and make specific recommendations in writing, relative to techniques and procedures for improving deficiencies that were noted as unsatisfactory on the evaluation report.
- e) Any bargaining unit member who does not meet District standards in any area on his/her formal evaluation report shall, as necessary, be formally reevaluated the following year.
- f) If subsequent remedial action eliminates a rating below "Meets Standards" on the formal evaluation report, the bargaining unit member may request that the evaluation citing such deficiencies be removed from his/her file after a period of four (4) years from the date the deficiencies were judged to be satisfactory.
- g) After a district administrator and the bargaining unit member have conferred and recommendations regarding a rating below "Meets Standards" have been put in writing, the Moraga Teachers Association, if requested by the Superintendent, will meet with a district administrator to agree upon two bargaining unit members

qualified to provide collegial support. The evaluated bargaining unit member will then choose one of the bargaining unit members who will counsel and assist him/her as specified in the plan. If assistance beyond the regular school day is required, the assisting bargaining unit member will be paid at the school/district assigned extra duty rates. The assisting bargaining unit member will not provide information for evaluation purposes.

- h) Copies of formal evaluations will be distributed by the district administrator as follows:
 - i) One (1) copy to the bargaining unit member.
 - ii) One (1) copy to the District Office personnel file.

8.2 Reflective Evaluation Process (REP) (See Appendix G)

- a) No later than the end of the seventh week of the school year, and following approval from the site administrator to utilize the Reflective Evaluation Process (REP), the bargaining unit member will complete Section A, #'s 1-7 and Section B #9A on the Reflective Evaluation Process (REP) form. The district administrator may replace one CSTP element selected by the bargaining unit member.
- b) The bargaining unit member will schedule two dates (the first by December 1 and the second by April 1) for the reflective partner to observe. The bargaining unit member will schedule two reflective conversation dates with the reflective partner within two days of each observation. See Section A #8
- c) The site administrator will review Reflective Evaluation Process (REP), per Section B #9(b), with the bargaining unit member, by January 30.
- d) By May 1, the bargaining unit member will complete Section C of the Reflective Evaluation Process (REP) and meet with her or his site administrator to complete Section D.
- e) Copies of the Reflective Evaluation Process (REP) form will be distributed by the district administrator as follows:
 - i) One (1) copy to the bargaining unit member.
 - ii) One (1) copy to the District Office personnel file.

8.3 Extended Evaluation Cycle

Bargaining unit members with permanent status who have been employed at least 10 years

with the school district, are highly qualified, and received a “Meets Standards” on the previous evaluation may be evaluated every fourth year. For example, if a teacher is evaluated in 2020-2021, they would be evaluated again in 2024-2025. The bargaining unit member or the district administrator may withdraw consent at any time.

ARTICLE 9. TRANSFERS

9.1 Definitions

- a) An “assignment” is the position held by an employee at a school site (grade level for elementary, department for middle school).
- b) An “assignment” for itinerant employees (such as school psychologists, speech and language pathologists, counselors, nurses, art, music, physical education teachers and special education teachers) is the position held by an employee and is not specific to a school site.
- c) A “reassignment” is a change of assignment at the same school site.
- d) A “voluntary transfer” is a change of assignment to a new school site initiated by the employee.
- e) An “involuntary transfer” is a change of assignment to a new school site initiated by the Superintendent/designee.

9.2 Reassignment

- a) An administrator may reassign an employee within the same school site.
- b) An employee may request a reassignment within the same school. When a request for reassignment is received, the site principal will meet with the employee to discuss the request. It is the principal’s discretion to grant or deny this request. If a principal denies a reassignment request, they will provide the employee with the reason(s).
- c) Vacancies within a school will be open first to employees within said school. Vacancies not filled through reassignment shall be posted and transfer requests will be considered.
- d) Any employee who is assigned to a new classroom at the direction of an administrator shall not be assigned to another new classroom at the direction of an administrator the following school year.
- e) Any employee who is reassigned at the direction of an administrator shall not be reassigned at the direction of an administrator the following school year.
- f) Itinerant employees may be reassigned annually by an administrator in the district based on the program needs (i.e. enrollment numbers, special education enrollment numbers, special education service requirements as

determined by IEPs).

9.3 Voluntary Transfer

- a) A permanent employee may request a voluntary transfer to a known vacancy as declared by administration.
- b) Any known vacancy requiring certification will be sent electronically to all employees at the time the Superintendent/designee declares that the vacancy exists. The employee will notify Human Resources of their interest in a vacancy by completing Appendix E within five (5) business days of the posting date of the vacancy. Such vacancies shall not be filled prior to the expiration of the five (5) business days.
- c) When a vacancy occurs during the school year, a request for a voluntary transfer to fill that position must be made within five (5) business days of the posting of the vacancy. If the voluntary transfer of the personnel involved would cause undue disruption of the existing instructional program, a long-term substitute may be employed by the District.
- d) In filling a vacant position, the following criteria will be considered:
 - i) credentials held by the employee;
 - ii) the employee's college subject matter - major(s) and minor(s);
 - iii) the professional abilities of the employee for the specific position;
 - iv) the employee's recent training and experience;
 - v) the ability to work well with others;
 - vi) the recommendation of the employee's current supervisor;
 - vii) the quality of past service rendered by the employee.

If, in the Superintendent's judgment, two or more employees appear to be equally qualified, the decision shall be based upon district-wide seniority. Likewise, when an employee and an outside candidate have equal qualifications, the employee shall be given preference.

- e) If a voluntary transfer request is denied, the employee may request the specific reasons. A written response shall be provided by the Superintendent/designee with the specific reasons for the denial within ten (10) business days from the time the request is made.

9.4 Involuntary Transfer

- a) The Superintendent/designee maintains the right to involuntarily transfer certificated employees to an assignment based upon qualifications, enrollment, specialized services, opportunities for performance improvement, or other educationally related needs of the District. Employees being involuntarily transferred to a different site shall be provided the reasons, in writing, upon written request within ten (10) business days from the time the request is made.
- b) All involuntary transfers will be implemented only after consideration of the following non-prioritized criteria:
 - i) the educational needs and efficient operation of the District;
 - ii) the qualifications, including recent training, of the employee;
 - iii) the expressed desires of the employee;
 - iv) credential requirements;
 - v) recommendation of involved supervisors;

If “i through v” above are considered equal by the Superintendent/designee, an employee's length of service with the District shall be the determining factor.
- c) Any employee who is involuntarily transferred shall not be involuntarily transferred the following school year.
- d) In the event of a major district reorganization (i.e. school opening, school closure, redistricting), the District shall meet with MTA to negotiate the process.

The provision of this article shall be administered by the District in a manner that is not arbitrary, capricious or discriminatory.

ARTICLE 10. TEACHING HOURS

	TK-5	6-8
Work Day	8:10-3:25 Monday, Tuesday, Thursday, Friday 8:10-3:05 Wednesday Instructional Day: 8:25-3:05 Monday, Tuesday, Thursday, Friday 8:25-1:50 Wednesday	45 minutes adjacent to first and last scheduled assignment.* At least 15 minutes before and no fewer than 15 minutes after scheduled assignment. Duties during this time include: set up for instruction, review daily agenda, be available for student help or parent conferences, SST, 504, and IEP meetings.
Common Planning	Common planning time will be Wednesday between 1:50-3:05 for individual and group planning at the discretion of the teacher. There will be no mandatory site or district meetings during this common planning time, except supervisory duties. (Refer to Appendix H, Collaboration and Prep Time from the period of July 1, 2022 through June 30, 2025)	

*If the start or end time of Joaquin Moraga Intermediate School changes, MSD will meet with MTA to discuss this language.

10.1 (Refer to Appendix H, Collaboration and Prep Time from the period of July 1, 2022 through June 30, 2025)

Certificated employees who have a need to leave the school site after student dismissal and before the end of the work day shall make arrangements with the Principal before leaving.

Transitional kindergarten teachers are considered primary teachers. Transitional kindergarten teachers may be required to work the same number of student contact minutes as primary

teachers, including comparable pull-out/enrichment programs that provide informal preparation time. Before changes can be made to the transitional kindergarteners' instructional day, a committee shall be formed with the intent of providing the Superintendent with its recommendations. This committee shall be composed of all transitional kindergarten teachers and four committee members selected by the District.

In the event that an employee must leave school no more than thirty (30) minutes before student dismissal for matters of personal necessity, the employee, with the permission of the site administrator, shall make arrangements with the administrator and agreeable teachers to take charge of that class for the required time, not to exceed thirty (30) minutes. This will be in lieu of hiring a half day substitute and forfeiture of one-half (1/2) day leave. The principal may request verification or proof of the need from the employee. Such changes in the workday shall be based on the following: medical, educational, and legal business, family responsibilities, and compelling personal necessity. In the event that the certificated employee makes such a change, he/she shall make up that time during the remainder of the week.

10.2 The District may require certificated employee attendance at two faculty meetings per month. A principal may call additional emergency meetings, if necessary, and will restrict the agenda to the emergency need. After school faculty meetings shall be scheduled to end no later than 4:30 p.m. at K-5 sites and 3:20 p.m. at middle school sites. If an after school faculty meeting goes beyond 4:30 p.m. at the K-5 sites or 3:20 p.m. at the middle school site, continued attendance by the unit member at a faculty meeting that goes beyond the designated end times is voluntary, except in cases of emergency.

10.3 Unless the school staff and principal mutually agree to shorten the lunch periods, each teacher shall have a minimum forty (40) minute lunch period (not to exceed forty-five (45) minutes).

10.4 All full-time elementary certificated employees shall be entitled to one duty free relief period per day of at least ten (10) minutes.

10.5 Extracurricular duties which are required by the Administration and which do not involve instruction of students, such as bus duty and the supervision of student activities, shall be assigned equitably. Participation in curriculum committees shall be on a voluntary basis. All state mandated training shall be during staff meetings or professional development days.

10.6 The workday immediately before the start of student instruction will be a teacher workday. Each principal will hold a safety meeting starting at 8:30 and lasting no more than one hour.

10.7 Back-to-School Night and one Open House shall be mandatory for all teachers unless other arrangements are made with the principal. Open House will last for one hour and begin no later than 6:30 PM. Back to School Night for elementary teachers will last up to 45 minutes and begin no later than 6 PM and end no later than 8 PM for teachers. Back to School Night for middle school teachers shall consist of 10 minute periods with a 5 minute passing period between each and will begin no later than 6 PM and end no later than 8 PM for teachers.

10.8 The conferencing day schedule shall provide no less than 180 minutes or more than 195 minutes of class time. The conference schedule shall consist of four conference minimum days on Monday, Tuesday, Thursday and Friday on the week agreed upon by MTA and the MSD for elementary conferencing. At the individual teacher's discretion, the teacher may decide to hold conferences on the Wednesday during conference week starting at student dismissal time. Any teacher with 25 or more students may have a release day provided by the district to hold conferences.

10.9 (Refer to Appendix H, Collaboration and Prep Time from the period of July 1, 2022 through June 30, 2025) Regular full-time classroom teachers will be assigned preparation time no later than the second week of instruction as follows:

- a) TK 60 minutes/a five day week
- b) K-2 90 minutes/a five day week
- c) 3-5 90 minutes/a five day week
- d) Association and District agree to meet immediately to negotiate the impact of any reduction or elimination of funding from MEF and/or a reduction in the District's fund

reserves.

- e) Intermediate school teachers shall have at least one unassigned period per day set aside exclusively for preparation, for planning, and for the advisor/advisee program.
- f) The District will make a reasonable effort to hire substitutes for Art, Music, P.E., and Library classes.

10.10 Teachers may be assigned to or volunteer for Z period. Z period is an instructional period following regular student dismissal that lasts for 50 minutes, four days per week. Consistent with the provisions of the contract, and as described in Section A, bargaining unit members will apply the flex 15 minutes to any professional obligation, such as Student Success Team meetings, Section 504 meetings and IEP meetings. The teacher(s) will be responsible for an equitable number of adjunct duties.

- a) The following will occur by the end of May pending funding projections:
 - i) Z period openings will be sent to all intermediate school teachers by email
 - ii) Administration will hold two informational meetings about the Z period postings
 - iii) Intermediate school teachers will notify the principal in writing of their interest in one or more Z period openings.
 - iv) Interviews will be conducted should there be more than one teacher interested in a Z period position
- b) The posting will include the Z period options and salary per option, which will include one or more of the following descriptions:
 - i) “6 of 7”: Teaching Z period as one of 6 of 7 periods; includes one period preparation time; salary is 1.0 FTE; Grades 6-8 bargaining unit members shall be at their assigned work areas for 45 minutes adjacent to their first and last scheduled assignment, arriving at least 15 minutes before and leaving no fewer than 15 minutes after their scheduled assignment.
 - ii) “6 of 8”: Voluntarily teaching Z period as one of 6 of 8 periods; includes one period preparation time; one unpaid unassigned period, salary is 1.0 FTE;. Grades 6-8 bargaining unit members shall be at their assigned work areas for 45 minutes adjacent to their first and last scheduled assignment, arriving at least 15 minutes before and leaving no fewer than 15 minutes after their scheduled assignment.

- iii) “7 of 8”: Teaching Z period as one of 7 of 8 periods; includes one period preparation time; salary is 1.167 FTE; Grades 6-8 bargaining unit members shall be at their assigned work areas for 45 minutes adjacent to their first and last scheduled assignment, arriving at least 15 minutes before and leaving no fewer than 15 minutes after their scheduled assignment. Teaching Z period as one period of a less than a 1.0 FTE teaching assignment. Example: a .50 FTE assignment, teaching three periods, one of which is Z period; preparation period is prorated to FTE; Grades 6-8 bargaining unit members shall be at their assigned work areas for 45 minutes adjacent to their first and last scheduled assignment, arriving at least 15 minutes before and leaving no fewer than 15 minutes after their scheduled assignment. The Superintendent/designee maintains the right to assign certificated employees to “Z” period based on qualification, enrollment, specialized services, opportunities for performance improvement, or other educationally related needs of the District.
- c) The above process will be repeated should a vacancy occur after the original Z period posting.

ARTICLE 11. WORK YEAR

11.1 Work Year will include five Staff Development Days

- a) The teacher work year calendar agreed to by the parties shall be 186 work days. The psychologist work year calendar shall be 196 work days.
- b) The placement of the five staff development days shall be determined by the parties during negotiations.
- c) Following the declaration of Schools in State of Financial Emergency from the State Superintendent of Public Instruction, the Association and District agree to meet immediately to negotiate the impact.

ARTICLE 12. SAFETY CONDITIONS

Teachers shall not be required to perform tasks that endanger their health or safety. In the event an unsafe condition comes to the attention of a teacher, it shall be reported to the Principal in writing. The Principal shall investigate, and if he/she concurs, he/she shall initiate a work request to correct the condition. Such conditions will be reported to the Superintendent in writing.

ARTICLE 13. CLASS SIZE

MTA and MSD believe that smaller teacher to student ratios allow more individualized attention and better student outcomes.

Class size for grades TK-5 (except for traditionally large classes such as Music and PE) shall be limited to 28 students per class. The teacher shall be paid \$12 per student overage per day.

No elementary class shall exceed 30 students.

Class size for grades 6-8 (except for traditionally large classes such as Music and PE) shall be limited to 28 students per period. Each teacher shall be paid \$3 per student overage per period per day over 28 students. No middle school class shall exceed 32 students, except for Music and PE classes. At the request of the teacher, class size may exceed 32 students to accommodate a student teaching assistant placement.

PE class size is limited to 42 students with a maximum of 46 students. Each teacher shall be paid \$3 per student overage per period per day over 42 students.

For all classes, the District will have a balancing period of the first 15 instructional days of the school year to review enrollment and staffing and make adjustments. Teachers shall be paid retroactively from the first day of school if the overage is not resolved by the 16th instructional day.

To collaborate on master scheduling throughout the school year, two MTA representatives, including an Education Specialist, shall meet with middle school administration before the last day of the school year to review the next year's master schedule. Elementary teachers shall be part of the class placement process to ensure classes are as balanced as possible.

Beginning in the 2023-24 school year, the District shall not exceed a 28 maximum caseload for Education Specialists (Resource Specialists). If a caseload overage occurs, there will be a 15 day balancing period during which the District will offer a review of current workload, including testing and meeting duties, and determine supplemental support, such as

reallocating assessments, and additional paraprofessional time. By the end of the 15 day period, the overage shall be corrected.

ARTICLE 14. LEAVES AND ABSENCES

Please note: Personal Necessity Leave MOU located in Appendix H.

14.1 Paid Leaves

14.1.1 Use of Sick Leave

- a) Sick leave for personal illness or injury will be allowed and paid at full salary by the District to all full-time and part-time certificated employees.
- b) Sick leave shall be considered to be earned by employees at the rate of one (1) workday per month of service. Sick leave may be accumulated from year to year indefinitely and may be transferred to the next employing district at full credit upon the employee's request, consistent with Education Code §44979.
- c) In the event that employment is terminated prior to the sick leave having been earned, a refund to the District by the employee in the amount of the unearned portion will be required. In such cases, the employee is required to remit to the District at the ratio of the number of unentitled days used to the number of contract days times the amount of the full contract. The amount to be remitted to the District that is equal to the employee's daily rate of pay times the number of days used for the unused sick leave.
- d) When one or more illnesses exceed the employee's annual sick leave entitlement, he/she shall receive full salary/differential pay until he/she has received a total of five (5) school months (100 days) or less of benefits under a combination of accumulated sick leave pay and differential pay. Differential pay shall be at least 50% of the employee's regular salary.
- e) Each certificated employee of the Moraga School District shall, upon request of the Superintendent, furnish a written statement from a physician certifying that, in his medical opinion, the employee is unable to perform his duties in the Moraga School District. If there is a reason to believe that an employee may be abusing his/her sick leave, the District may adopt further procedures for verification.
- f) In cases of extended illness beyond ten (10) consecutive days, such proof as described in paragraph (e) above shall be submitted to the Superintendent within five (5) days of the employee's return to work.

- g) By November 1, the District shall provide each employee with a written statement of his/her accrued sick leave total and his/her sick leave entitlement for the school year.
- h) Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. 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 the employee and the employee's physician; however, if there is reason to believe that an employee may be abusing her sick leave, the District may adopt further procedures for verification.
- i) In case of official quarantine of the employee's place of residence, the employee shall be allowed full pay during the period of enforced quarantine, even though this is greater than the employee's accumulated sick leave.
- j) Absences due to causes beyond control of the employee, such as those caused by storm, flood, or other acts of nature, may be charged to sick leave, upon approval of the Superintendent, with no resulting loss of pay.

14.1.2 Industrial Accident and Illness Leave

- a) Such leave shall be granted for bona fide injuries or illnesses which arise out of and in the course of employment of the employee and which have the approval of the State Compensation Fund.
- b) Leave shall be allowable for up to sixty (60) days for the same accident during which the 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 fiscal year.
- c) Allowable leave shall not be accumulated from year to year.
- d) Industrial accident or illness leave shall commence on the first day of absence.
- e) When a certificated employee is absent from his/her duties on account of an industrial accident or illness, any combined benefits for which he/she is eligible shall at no time result in the payment of more than the employee's total monthly salary.
- f) During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate

salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

- g) An employee shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as he/she and his/her physician agree that there has been such a recovery. The District may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.
- h) Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- i) When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- j) Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Section A.1., Use of Sick Leave, in this Article. For the purposes of each of these benefits, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave.

14.1.3 Bereavement Leave

- a) Bargaining unit members are entitled to a leave of absence not to exceed five days, or ten days when international travel is involved, for bereavement on account of the death of any immediate family member. Bereavement is defined as making funeral arrangements, attending the funeral or burial, paying respects at a wake or visitation and dealing with the deceased's possessions and will. No deduction shall be made from the salary of such employee or shall such leave be deducted from leave granted by other sections of this Agreement or provided by the Governing Board of the District. Definition of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, domestic partner, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, or sister of the employee, aunt, uncle, niece,

nephew, first cousin, conservatee or any relative living in the immediate household of the employee, or person of opposite or same sex sharing living quarters.

- b) Should the employee have used personal days to visit with the immediate family member in the two weeks preceding the death, the member may designate them as part of the bereavement leave allocated. Such designation must occur within 30 days of the personal days taken.

14.1.4 Absence for Personal Necessity (chargeable to sick leave)

Definition: Absence for Personal Necessity is an authorized absence from duty for reasons other than for injury or illness.

Effective January 1, 2018, bargaining Unit Members may use up to ten days of sick leave per school year for personal necessity, without requirement for reporting the justification to the District. The ten days of personal necessity shall not accumulate from year to year.

An employee who wishes to take more than three consecutive personal necessity days must request a conference with their administrator. Consecutive days are defined as consecutive work days.

These days shall not be intended for recreation, tourism, or personal or family related entrepreneurial activities.

Extension: If the need for personal necessity leave requires more than ten days in any year, the employee may be granted such leave for personal necessity at the discretion of the Superintendent.

14.1.5 Jury Leave

- a) The Governing Board shall grant leaves of absence to employees in positions requiring certification qualifications regularly called for jury duty in the manner provided for by law.

- b) The Governing Board shall grant such leaves of absence with pay up to the amount of the difference between the employee's regular earnings and any amount he receives for jury or witness fees.

- c) Nothing in the foregoing provisions shall preclude the Superintendent or his/her designee from discussing with the affected employee the practicality of seeking a postponement when acceptance would tend to disrupt the instructional program

materially.

14.1.6 Sabbatical Leave

a) A sabbatical leave of one school year may be granted to engage in professional study or to engage in independent study or research. A professional study or research leave is one during which the employee pursues a program of a minimum of eight (8) units each semester, or the equivalent, in an accredited institute of higher learning. The course must relate to the present or prospective service of the employee. An independent study or research leave is taken for the purpose of pursuing a program of independent study or research which must be related to the present or prospective service and must be under the guidance of the Reviewing Committee. If it is deemed advisable or requested by the candidate, a sponsor may be appointed whom the Reviewing Committee must approve. A complete plan for such study must be approved by the sponsor and filed with the original application for leave. Any change of plan must be requested in writing and approved in advance. Sabbatical study must be performed during the period of leave. Special consideration may be given in instances where deviation seems desirable.

b) Any certificated employee is eligible to apply who has served the District for seven (7) consecutive years prior to his/her application in a full-time capacity and who agrees to abide by all conditions stipulated by the District and by the Education Code of the State of California. Qualifying service shall be construed as seventy-five (75) percent of the teaching days for each school year, except that a year in which the applicant has rendered some service but has failed to serve seventy-five (75) percent of the teaching days shall not be counted as an interruption of the seven year consecutive period. A health certificate shall be presented indicating that the applicant is in a satisfactory physical condition to pursue his/her leave of absence program.

c) All applications for sabbatical leave shall be submitted on forms provided, and shall include a full statement of the purpose and plans for use of such leave. The Reviewing Committee shall consist of the Superintendent, one school board member, two elementary teachers, one intermediate teacher, and one principal. The teachers serving on the Reviewing Committee shall be selected at large annually by the Association. This Committee will review all applications and make recommendations as to their approval. It shall also be responsible for setting up criteria for the evaluation of all applications.

Recommendations of this Committee shall be submitted to the Governing Board for final decision. Applications for Sabbatical Leave (which begins in the fall semester) shall be submitted by April 1. The Reviewing Committee shall meet to consider applications prior to April 15 and shall submit its recommendations to the Governing Board at the first meeting of the Governing Board in the following month. It shall be the duty of the Governing Board to state the reason for the rejection of any recommendation.

d) The applicant who has been granted Sabbatical Leave, and has complied with the provisions under which such leave was granted, will receive fifty (50) percent of his/her regular salary for the period of time for which the Sabbatical Leave was granted, computed on a monthly basis. In the event that the employee shall receive other personal remuneration in support of the program of study for which the leave was granted, the District's salary contribution shall be reduced by the amount that any such other remuneration exceeds fifty (50) percent of his/her regular salary, except that reimbursement of expenses shall not be considered remuneration. Each request will be reviewed by the Committee and a clear understanding in the form of a written agreement reached concerning salary.

e) The employee shall furnish a bond indemnifying the District against loss in the event he/she fails to render at least two years of service in the employ of the District following his/her return from the Sabbatical Leave of Absence.

f) At the expiration of leave, the employee will be reinstated to a comparable position in the District.

g) In case of injury to, or other illness of, the employee during leave, which prevents his/her completing the purpose of the leave, the Sabbatical Leave will be terminated and all provisions for sick leave will apply. If the injury, illness, or death prevents the employee from fulfilling his/her agreement to return to service in the District for at least two years, no repayment of leave salary will be required.

h) Sabbatical leave shall count toward retirement, and the retirement and annuity contributions shall be deducted from warrants in the usual manner.

i) No later than the day on which he/she returns to active service in the District, unless granted an extension by the Superintendent, the employee who has taken Sabbatical Leave will file with the Superintendent a detailed report giving evidence that the program

of study agreed upon has been carried out.

j) College credits earned during Sabbatical leave may be utilized to meet the requirements on the salary schedule and for change of classification if the credits are in accordance with salary schedule requirements. The employee's salary upon return to service will be in accordance with salary schedule regulations, with advancement computed as though the employee were on regular duty.

k) Not more than two percent (2%) of the certificated employees in the District shall be granted Sabbatical Leave during the same year, and granting of any leave shall be contingent upon the availability of adequate monies in the Sabbatical Leave Fund of the District. Preference shall be determined by the Reviewing Committee.

l) In any and all matters in which this policy is in conflict with the Education Code, the provision of the Education Code shall prevail.

14.1.7 Catastrophic Illness or Injury

a) Catastrophic Illness or Injury leave will be enacted in accordance with appropriate Ed. Code (44043.5).

b) "Catastrophic Illness or Injury" shall be recognized as an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, or requires the employee to take time off from work for an extended period of time to care for a sick spouse, parent, child, or partner, and this extended time off work creates a financial hardship for the bargaining unit member because he/she has exhausted all of his/her sick leave and other paid time off.

c) The Association shall provide solicitation of its unit members for transfer of sick leave as use for catastrophic leave, when requested. Prior to solicitation of donated sick leave, a review committee comprised of two representatives appointed by the Association and two representatives appointed by the District shall meet in a timely manner to review, approve, or deny catastrophic leave request. If approved, the District shall place donated days in a Catastrophic Leave Bank and reduce the donor's sick leave immediately. The recipient will draw sick leave from the Catastrophic Leave Bank up to either the maximum allowed under the MTA agreement, or the maximum in the Catastrophic Leave Bank, whichever is less.

d) "Eligible Leave Credits" shall mean sick leave accrued to the donating bargaining unit

member. Eligible leave credits may be donated to the Catastrophic Leave Bank if all of the following requirements are met:

- i) The bargaining unit member requesting that eligible leave credits be donated has provided verification of catastrophic injury or illness as required by the District Superintendent. Participants shall be required to submit a doctor's statement indicating the nature of the illness/injury, and the probable length of absence from work.
 - ii) The review committee has approved the request.
 - iii) The bargaining unit member has exhausted all of his/her paid sick leave prior to using catastrophic leave. A maximum of thirty (30) days of catastrophic leave shall be available prior to the commencement of differential pay. Differential pay may continue for 100 days.
 - iv) The bargaining unit member donating sick leave credits has more than fifteen days of accumulated leave credits. Only days in excess of fifteen days may be donated.
- e) The maximum amount of donated leave credit that may be used under this section shall be ninety (90) days total. A bargaining unit member may utilize more than ninety (90) days of donated leave by mutual agreement of the Association and the District.
- f) Bargaining unit members are only entitled to catastrophic leave when eligible leave credits have been donated.
- g) Catastrophic leave credits shall not be used for illness or disability that qualifies the participant for Worker's Compensation Benefits.
- h) By October 1 of each school year, the District shall notify the Association President of the balance in the Catastrophic Leave Bank.
- i) For catastrophic leave, the following sequence applies: Use all sick leave, catastrophic leave 30 days, differential pay 100 days, catastrophic leave 60 days.
- j) FMLA/CFRA leave 60 days, runs concurrent with other leaves.

14.1.8 Association Leave

- a) The Association president or designated representatives shall have a total of seven (7) days of leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. These leave days shall be paid as follows: Five

(5) days to be paid by the District and two (2) days to be paid by the Association. These representatives shall be excused from school duties upon two (2) days' advance notification to the Superintendent by the Association president.

b) If the Association requests a percentage FTE leave and reimburses the district, the district shall grant the request for leave. Such requests should be submitted to the Superintendent no later than March 15 for the following school year.

14.1.10 Family Medical Leave Act (FMLA)

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

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

b) **Employee Eligibility:** To be eligible for benefits under the Act, an employee must have worked for the District:

i) For at least 12 months; and

ii) At least 1,250 hours over the previous 12 months.

c) **Reasons for Taking Leave**

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

i) Care for the employee's immediate family member or "designated person" with a serious health condition. Immediate family is defined as a child of any age, spouse, domestic partner, parent, grandparent, grandchild, sibling with a serious health condition, or a "designated person". "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of an employee or the employee's domestic partner, or a person to whom the employee stands in loco parentis.

"Parent" includes a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Designated person" means a person who is related by blood to the employee, but not included in the definition of immediate family member or is like family to an employee. The unit member

must identify the designated person at the time they request the leave to care for a designated person. A unit member may only utilize family care leave to care for one designated person in a 12-month period.

ii) Placement of a child with the employee for adoption or foster care;

iii) Care for the employee's child, spouse, or parent with a serious health condition;

iv) The employee's own serious health condition that keeps the employee from performing his/her job function.

d) Advance Notice of Leave and Medical Certification

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

i) If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.

ii) If the leave is to care for a family member or designated person with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:

- Date of commencement of the serious health condition;
- Probable duration of the condition;
- Estimated amount of time the health care provider will provide care;
- Confirmation that the serious condition warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his/her job functions.

iii) The District may require a second and third medical opinion regarding an employee's serious health condition at the District's expense. If the original leave granted is less than twelve (12) weeks, leave may be extended up to the twelve (12) week maximum only with additional medical certification.

iv) If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District, outside of working hours

whenever possible.

v) An employee's advance notice and medical certification shall be given to the Personnel Office. The Personnel Office will then determine the adequacy of the notice and medical certification and whether or not the leave will be approved/recommended for approval.

e) Continuation of Health Coverage and Other Job Benefit Plans

i) An employee taking leave will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, in which the employee was enrolled prior to the first day of the leave. Co-payments are due monthly. Failure to pay the premium within thirty (30) days of the due date may result in termination of benefits coverage.

ii) If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.

iii) An employee may, at his/her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

f) Intermittent or Reduced Schedule Leave

For purposes of scheduling intermittent leave when approved, full-time employees shall have entitlement to sixty (60) working days of leave. Part-time employees' leave entitlement shall be prorated based on the employee's FTE.

g) Substitution of Paid Leave and Other Leave Requests

i) Employees must use paid leave and family care leave concurrently if the reason for the paid leave meets the requirements of the Section 10 (c) (reasons for taking leave);

ii) Any paid or unpaid leave taken which meets the requirements of Section 10 (c) will be counted as part of the employee's family care leave entitlement.

h) Pregnancy Disability Leave (PDL)

Utilization of Sick Leave during Pregnancy Disability: During that period of time in which the unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, they shall be permitted to utilize their sick leave, including regular and accumulated sick leave and differential leave. The length of the leave of absence including the date on which the leave shall commence and the date for which the employee shall resume duties, shall be determined by the employee and the employee's physician. A letter verifying the length of the temporary disability shall be signed by the employee and the employee's physician and filed in the District Human Resources Department.

The unit member who requests a Leave Without Pay which is related to pregnancy (i.e., child care) shall notify the District of their pregnancy 30 days prior to the start of leave. The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, child birth, and recovery there from, shall be the same manner of reporting sick leave.

i) Parental Leave

A unit member is entitled to utilize difference pay for parental leave (birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member) pursuant to Education Code Section 45196.1. Unit members eligible for parental leave, are entitled to be paid not less than 50% of their regular salary.

A unit member is eligible if employed by the District for at least 12 months. A unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave.

The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period.

Parental leave must be completed within twelve (12) months of the birth or the placement of the child.

Requests for such leave shall be filed with the District as early as possible and at all times at least four (4) weeks prior to the beginning of the requested leave.

Parental Leave may be taken immediately, but the minimum duration of a leave for birth, adoption or foster care placement of a child is at least two (2) weeks, except that it may be taken in less than two week increments two times.

Pregnancy disability leave, as defined under California law, shall be available separately from family care leave.

j) Spouses Who Work For The District

Spouses employed by the District are both entitled to 12 workweeks of family leave for the birth or placement of a child.

k) Period of Eligibility

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

l) Seniority Employee Benefits and Break in Service

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

m) Restoration of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position.

14.2 Unpaid Leaves - Extended Duration

a) The Governing Board may grant an employee an unpaid leave of absence to pursue

educational improvement and advancement, for maternity or child rearing, or for other reasons acceptable to the Governing Board. Such leave shall be for a minimum of one (1) semester or one (1) trimester and a maximum of one (1) school year.

- b) A teacher shall apply to the Governing Board for an unpaid leave no later than eight (8) weeks before its anticipated commencement.
- c) A teacher on leave shall be entitled to maintain District medical and dental benefits at his/her own expense, if acceptable to the carrier.
- d) Certificated personnel on leave for one (1) school year shall give notice in writing to the Superintendent by March 1, before the end of the leave, indicating whether or not they intend to return to duties during the forthcoming school year. If no written notice is received by March 1, it will be assumed that the teacher does not intend to return and has resigned.
- e) A teacher may apply for an extension of an unpaid leave.
- f) Personnel on unpaid leave are not guaranteed return to their former assignment.

14.3 Unpaid Leaves - Short Term

A personal leave of absence without pay may be granted by the Superintendent for periods of up to ten (10) days. Such leave shall not be granted for vacation, recreation, Association related or social activities. Additionally, this leave shall not be granted for personal or family related entrepreneurial activities. Under extenuating circumstances, the exclusion relative to entrepreneurial activities may be waived by the Superintendent.

14.4 Military Leave

Military Leave shall be granted in accordance with the provisions of the California Education and Government Code.

ARTICLE 15. SUMMER SCHOOL

Summer school applications will be made available to Moraga teachers prior to March 15. Notification of assignment to summer school shall be in writing and shall include the location of the assignment and the subjects to be taught. Such notification shall be made at least one week prior to the opening day of summer school. Summer school employment is contingent upon actual student attendance. The District shall make summer school assignments giving Moraga School District teachers every consideration.

ARTICLE 16. EARLY RETIREMENT

16.1 Eligibility

Full-time employees who have provided the District with 10 years of full-time service during the past 15 years and are at least 55 years of age are eligible to receive full benefits as detailed in section XVI B. Part-time employees, except those who are participating in the Part-time Employment with Full Retirement Credit provisions of this contract (Article XVII), who have provided the District with 10 years of service during the past 15 years shall have the Supplemental Employee Retirement Plan (SERP) benefit. The SERP benefit will be prorated based upon the average full-time equivalency (FTE) worked by the unit member during the past 15 years or their term of employment if less than 15 years. Employees who turn 55 or older in the school year of their retirement may participate.

16.2 Benefits

The District will place \$16,048, or a prorated amount for part-time employees, into one of several Supplemental Employee Retirement Plan (SERP) provided by an outside agency chosen by the District in the retiring full-time or part-time employee's name. This plan will make payments on an employee-arranged schedule to the employee. These payments will vary according to options chosen by the employee, including, but not limited to, the number of years that payments will be received by the employee and eligibility of survivors. Beginning July 1, 2007, the SERP amount was \$15,642. This amount shall be increased by the same percentage applied to the teacher salary schedule. As of July 1, 2021, the SERP amount was \$19,682.

16.3 Application

Except under special circumstances, application for this SERP plan shall be submitted to the Superintendent before March 1 of the year preceding the plan's commencement.

ARTICLE 17. PART TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

Education Code 22724 and 44922 (Amended 1982 laws, Ch. 279) (Willie Brown Act) are incorporated into this Agreement, as follows:

- a) The District will provide a part-time employment with full retirement credit program for full-time employees at least age fifty-five (55), but no older than 70, who have served in the Moraga School District at least 10 consecutive years. Applicants may apply for part-time employment equal to at least .5 FTE as of the commencement of the ensuing school year. This part-time employment may last for 3 consecutive years unless mutually agreed to extend up to a maximum of 5 consecutive years total. Employees may participate in this program only one time during their Moraga School District career. The employee will not be enrolled in this program until he/she, and the Superintendent mutually agree on his/her job description, his/her duties, his/her hours, the location or locations at which he/she is required to perform his/her services, and the duration of his/her participation in the program.
- b) Any teacher who is interested in participating in the program shall notify the District office no later than February 15. The Superintendent shall schedule a meeting with each such teacher on or before March 15 to develop a mutually agreeable program for such teacher.
- c) The agreement between the Governing Board and the participating teacher shall be consummated on or before July 1.
- d) On or before July 15, the Superintendent shall provide the Association with a list of the teachers approved by the Board for part-time employment.

ARTICLE 18. SAVINGS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, then such provision will be deemed invalid except to the extent permitted by law, but all other provisions will continue in full force and effect.

Should a provision be deemed invalid, the Association and the District will meet to re-write the affected portion(s) of this Agreement. Such meeting will take place within ten (10) days upon notification by either party.

ARTICLE 19. PART TIME TEACHERS

- a) The site administrator responsible for a bargaining unit member's evaluation shall develop a schedule for bargaining unit members who work more than four hours in a day to include a lunch period and break consistent with Article X.
- b) The site administrator responsible for a part time, multiple-site bargaining unit member's evaluation shall develop a schedule for bargaining unit members assigned to multiple sites who work more than four hours in a day to include a lunch period and break consistent with Article X.
- c) The site administrator responsible for full or part-time teachers working at one or more sites shall develop a prep time schedule for such bargaining unit members. Prep time shall be granted proportionally to the grade levels taught as defined in Article X, Teaching Hours (i). For example:

A .5 FTE 2nd grade job share teacher would receive .5 of the contracted prep time for a 2nd grade teacher;

A .5 FTE music teacher teaching K/1 music would receive .5 of the contracted K-2 prep time;

A full-time teacher teaching multiple grades spanning K-5 (example: PE, music, etc.) shall receive 60 minutes of prep time per week;

A part-time teacher teaching multiple grades spanning K-5 (example: PE, music, etc.) shall receive a prorated 60 minutes as it relates to their FTE assignment.

- d) The site administrator responsible for the part-time employee's evaluation shall develop a schedule for part-time bargaining unit members that include attendance at staff meetings, extracurricular duties, and staff development for the same percentage days that are proportional to their FTE. Extracurricular duties (bus duty, brunch duty, and supervision of student activities) will be scheduled as much as practical contiguous to the regular scheduled work day.

ARTICLE 20. PEER ASSISTANCE AND REVIEW PROGRAM

Overview and Statement of Purpose: It is the intent of the Association and the District to establish a teacher Peer Assistance and Review program (PAR), making available the skills and expertise of exemplary teachers to assist and help teachers develop as professionals. It is critical that the intent of this program also be to sustain efforts to improve teaching, learning and curriculum across the District. To achieve this intent, the PAR program shall include selecting, training and supporting teachers who will serve as Consulting Teachers.

Confidentiality: All materials related to evaluation, reports and any other Personnel matters regarding individuals shall be strictly confidential.

- a) Site administrators may have access only to information regarding participation of the Referred Teacher in the improvement plan. All information regarding Voluntary Teachers will remain confidential.
- b) Materials shall be disclosed in response to a subpoena or court order.

20.1 Participating Teachers

- a) A Referred Participating Teachers is a teacher with permanent status who receives assistance to improve his/her instructional skill, classroom management, knowledge of the subject, and/or related aspects of their teaching performance as a result of “Needs Improvement” in two areas or an “Unsatisfactory” rating on their evaluation.
- b) A Referred Participating Teacher may select his/her Consulting Teacher from the list of identified Consulting Teachers.
- c) A Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR program. The purpose of participation in the PAR program is for peer assistance only. A Volunteer Participating Teacher may select a Consulting Teacher.

20.2 Consulting Teachers

- a) Qualifications: Consulting Teachers are fully credentialed, permanent, full-time classroom teachers. They must have completed at least three years of service in the District and demonstrate exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of teaching strategies necessary to meet the needs of pupils.

- b) A Consulting Teacher will remain in the classroom and serve for three years. In addition to a regular salary, the Consulting Teacher will receive an additional hourly compensation up to 40 hours per year if he/she is selected by a Participating Teacher(s).
- c) Functions and responsibilities performed by Consulting Teachers shall not constitute either management or supervisory functions and they will retain all rights as included in the collective bargaining agreement.
- d) Consulting Teachers may be trained in the California Standards for the Teaching Profession.
- e) Consulting Teachers shall have the responsibility for no more than one Referred Participating Teacher. Each Referred Participating Teacher shall receive a minimum of one contact per week per semester and should expect no less than five written and documented observations. Consulting Teachers shall assist and support improvements by demonstrating, observing, coaching, conferencing, and facilitating any activities which, in their professional judgment, will assist the Participating Teacher.
- f) The Consulting Teacher will meet and work with the Referred Participating Teacher to establish in writing, goals, objectives, outcomes and a timetable for improvement consistent with the California Standards for the Teaching Profession. All improvement will be done in partnership with the site principal and must specifically address areas designated as “Needs Improvement” or “Unsatisfactory” by the principal. The Consulting Teacher will monitor this plan. Assistance will be provided one semester at a time or until the Consulting Teacher determines that the improvement plan is completed or that further assistance will not be productive. A copy of the Consulting Teacher’s report shall be submitted and discussed with the Participating Teacher and there will be opportunity for input. The report must be signed by the Participating teacher; signature does not mean agreement, but that a copy has been received. The Participating Teacher has the right to attach a written response statement. The final report will then be submitted to the superintendent and the president of the MTA.
- g) In the case of a Volunteer Participating Teacher, he or she shall meet with their Consulting Teacher to identify a need area of focus to be addressed. The Consulting Teacher will work with the Volunteer Participating Teacher to establish goals, objectives,

and outcomes. Communication between the Volunteer Participating Teacher and the Consulting Teacher will be confidential without the written consent of the Volunteer Participating Teacher and shall not be shared with others, including the site principal or the evaluator.

- h) In an effort to enhance and increase collaboration, Consulting Teachers may share their training and expertise at their sites.
- i) Indemnification: The District shall defend and indemnify, Consulting Teachers against claims arising out of their good faith and professional performance of duties under this article. Consulting Teachers who act pursuant to this program shall have the same protection from liability and access to an appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

20.3 Miscellaneous Provisions

- a) Any claims that this article has not been properly implemented shall be presented in writing to the District and the Association.
- b) Nothing herein shall modify or in any manner affect the right of the District under provisions of the Education Code relating to the employment, classification, retention, or reelection of certificated employees.
- c) This article shall expire when this contract expires unless both parties mutually agree.

ARTICLE 21. DISCIPLINE

When appropriate, efforts will be made to remediate with the employee unsatisfactory performance of duties or misconduct on an informal verbal basis. However, unsatisfactory performance of duties or misconduct may result in a verbal warning or letter of reprimand, or other disciplinary action.

If during a meeting, an employee believes he/she is being disciplined, he/she has the right to reschedule the meeting and seek representation. In addition, if the supervisor anticipates the meeting will lead to discipline, he/she will advise the employee that the employee has the right to representation.

In the event of serious misconduct, the District may directly impose a written reprimand, suspension, or other disciplinary action, up to and including termination.

ARTICLE 22. DURATION OF AGREEMENT

- a) Bargaining for the 2020-2021 school year concluded on 5-28-2021. Each party will exchange three sunshine items for the 2021-2022 and 2022-2023 Agreements. The parties agree to reopen the entire Agreement for the 2023-2024 school year.
- b) By December 1, the District and the Association will exchange sunshine items for the collective bargaining agreement to be placed on the December board agenda.
- c) Within thirty (30) days of ratification of the Agreement by the Association, the District and the Association will meet to proof-read the Agreement.
- d) Not later than October 15, the District shall furnish the Association with the placement of personnel on the respective salary schedules (scatter gram) as of October 1. If the District is unable to meet the October 15 deadline, the parties will agree to a new date.
- e) When the Association makes a written request for budgetary information, the District shall furnish the Association the requested information or the date when the information will be available.
- f) In full contract years, within (60) days of ratification of the Agreement by both parties herein, the District shall provide one (1) hard copy per site and ten (10) hard copies to the MTA President. The agreement will be updated on the District website.
- g) The District shall show new employees where the MTA contract is located on the MSD website and offer a hard copy at the time of hire.

APPENDIX A. HEALTH AND WELFARE CAP CALCULATION

EFFECTIVE January 1, 2010-September 30, 2010: MTA members shall pay 100% of the 9.86% increase in Kaiser health care benefit premium costs.

	Kaiser Medical Health Care Premiums 01/01/10-9/30/10 (9.86%)	Employer Contribution (0% of increased cost of premiums)	Employee Contribution (100% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 556.01	\$ 506.10	\$ 49.91	\$ 506.10	\$ 506.10
Two Party	\$ 1,112.00	\$ 1,012.16	\$ 99.84	\$1,012.16	\$ 1,012.16
Family	\$ 1,573.50	\$ 1,432.22	\$ 141.28	\$1,432.22	\$ 1,432.22

EFFECTIVE October 1, 2010-December 31, 2010: Effective October 1, 2010 and thereafter, the District shall pay 60% of any increase in Kaiser health care benefit premium costs and each bargaining unit member shall pay 40% of any increase in Kaiser health care benefit premium costs as compared to the January 1, 2009 Kaiser health care benefit premium costs.

	Kaiser Medical Health Care Premiums 10/01/10-01/01/11	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 556.01	\$ 536.05	\$ 19.96	\$ 536.05	\$ 506.10
Two Party	\$ 1,112.00	\$ 1,072.06	\$ 39.94	\$1,072.06	\$ 1,012.16
Family	\$ 1,573.50	\$ 1,516.99	\$ 56.51	\$1,516.99	\$ 1,432.22

Per Negotiated Settlement with MTA dated 08/17/10: District agreed to pick up the employee contribution for all MTA members. This was in effect for 15 months starting with the October 1, 2010 premium and ending with the December 31, 2011 premium.

EFFECTIVE January 1, 2011-December 31, 2011:

	Kaiser Medical Health Care Premiums (15.4% inc.) 01/01/11-12/31/11	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 641.44	\$ 587.31	\$ 54.13	\$ 587.31	\$ 587.31
Two Party	\$1,282.88	\$1,174.59	108.29	\$1,174.59	\$1,174.59
Family	\$1,815.28	\$1,662.06	\$153.22	\$1,662.06	\$1,662.06

EFFECTIVE January 1, 2012-December 31, 2012:

	Kaiser Medical Health Care Premiums (3.58% Inc.) 01/01/12-12/31/12	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 664.38	\$ 601.07	\$ 63.31	\$ 601.07	\$ 601.07
Two Party	\$ 1,328.77	\$ 1,202.12	\$ 126.65	\$1,202.12	\$ 1,202.12
Family	\$ 1,880.21	\$ 1,701.02	\$ 179.19	\$1,701.02	\$ 1,701.02

EFFECTIVE January 1, 2013-December 31, 2013:

	Kaiser Medical Health Care Premiums (5.39% Inc.) 01/01/13-12/31/13	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 700.18	\$ 622.55	\$ 77.63	\$622.55	\$ 622.55
Two Party	\$ 1,400.37	\$ 1,245.08	\$ 155.29	\$1,245.08	\$ 1,245.08
Family	\$ 1,981.52	\$ 1,761.81	\$ 219.71	\$ 1,761.81	\$ 1,761.81

EFFECTIVE January 1, 2014-December 31, 2014:

	Kaiser Medical Health Care Premiums (7.33% Inc.) 01/01/14-12/31/14	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 751.33	\$ 653.24	\$ 98.09	\$ 653.24	\$ 653.24
Two Party	\$ 1,502.67	\$ 1,306.46	\$ 196.21	\$ 1,306.46	\$ 1,306.46
Family	\$ 2,126.27	\$ 1,848.66	\$ 277.61	\$ 1,848.66	\$ 1,848.66

EFFECTIVE January 1, 2015-December 31, 2015: Kaiser rate did not increase for the 2015 year, therefore the CAP for 2014 will remain in effect.

	Kaiser Medical Health Care Premiums (4.88% Dec.) 01/01/15-12/31/15	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 714.68	\$ 653.24	\$ 61.44	\$ 653.24	\$ 653.24
Two Party	\$ 1,429.38	\$ 1,306.46	\$ 122.92	\$ 1,306.46	\$ 1,306.46
Family	\$ 2,022.57	\$ 1,848.66	\$ 173.91	\$ 1,848.66	\$ 1,848.66

EFFECTIVE January 1, 2016-December 31, 2016: Kaiser rate increased 5.6% for the 2016 year. As 2015 Kaiser rate did not increase, the 2014 CAP carried forward, the 60%/40% split is based on the difference of 2014 and 2016 rates.

	Kaiser Medical Health Care Premiums (5.59% Inc.) 01/01/16-12/31/16	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 754.62	\$ 655.21	\$ 99.41	\$ 655.21	\$ 655.21
Two Party	\$ 1,509.23	\$ 1,310.39	\$ 198.84	\$ 1,310.39	\$ 1,310.39
Family	\$ 2,135.56	\$ 1,854.23	\$ 281.33	\$ 1,854.23	\$ 1,854.23

EFFECTIVE January 1, 2017-December 31, 2017: Kaiser rate did not increase for the 2017 year, therefore the CAP for 2016 will remain in effect.

	Kaiser Medical Health Care Premiums (1.08% Decrease) 01/01/17-12/31/17	Employer Contribution* (60% of increased cost of premiums)	Employee Contribution* (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 746.55	\$ 655.21	\$ 91.34	\$ 655.21	\$ 655.21
Two Party	\$ 1,493.08	\$ 1,310.39	\$ 182.69	\$ 1,310.39	\$ 1,310.39
Family	\$ 2,112.71	\$ 1,854.23	\$ 258.48	\$ 1,854.23	\$ 1,854.23

*In 2017, the Kaiser \$5 co-pay premiums decreased by 1.08%, therefore the Employer contribution will remain the same as 2016.

EFFECTIVE January 1, 2018-December 31, 2018: Kaiser rate increased 14%.

	Kaiser Medical Health Care Premiums (14% Increase) 01/01/18-12/31/18	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)	Employer Contribution MTA CSEA	
Single	\$ 850.96	\$ 717.86	\$ 133.10	\$ 717.86	\$ 717.86
Two Party	\$ 1,701.91	\$ 1,435.69	\$ 266.22	\$ 1,435.69	\$ 1,435.69
Family	\$ 2,408.21	\$ 2,031.53	\$ 376.68	\$ 2,031.53	\$ 2,031.53

EFFECTIVE January 1, 2019-December 31, 2019: Kaiser rate decreased 1.27%

	Kaiser Medical Health Care Premiums (1.27% decrease) 01/01/19-12/31/19	Employer Contribution (same as 2018)	Employee Contribution (same as 2018)
Single	\$ 840.29	\$ 717.86	\$ 122.43
Two Party	\$ 1,680.56	\$ 1,435.69	\$ 244.87
Family	\$ 2,378.00	\$ 2,031.53	\$ 346.47

Effective January 1, 2021-December 31, 2021: Kaiser rate increased 1.36%

	Kaiser Medical Health Care Premiums 01/01/21-12/31/21	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)
Single	\$ 955.62	\$ 787.05	\$ 168.57
Two Party	\$ 1,911.22	\$ 1,574.09	\$ 337.13
Family	\$ 2,704.38	\$ 2,227.36	\$ 477.02

Effective January 1, 2022-December 31, 2022: Kaiser rate did not increase in 2022

	Kaiser Medical Health Care Premiums 01/01/22-12/31/22	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)
Single	\$ 955.62	\$ 787.05	\$ 168.57
Two Party	\$ 1,911.22	\$ 1,574.09	\$ 337.13
Family	\$ 2,704.38	\$ 2,227.36	\$ 477.02

Effective January 1, 2023-December 31, 2023: Kaiser rates increased 15% from 2022

	Kaiser Medical Health Care Premiums 01/01/23-12/31/23	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)
Single	\$1,098.62	\$872.85	\$225.77
Two Party	\$2,197.23	\$1,745.69	\$451.54
Family	\$3,109.07	\$2,470.18	\$638.89

Effective January 1, 2024-December 31, 2024: Kaiser rates increased 12% from 2023

	Kaiser Medical Health Care Premiums 01/01/24-12/31/24	Employer Contribution (60% of increased cost of premiums)	Employee Contribution (40% of increased cost of premiums)
Single	\$1,226.19	\$949.40	\$276.79
Two Party	\$2,452.37	\$1,898.78	\$553.59
Family	\$3,470.11	\$2,686.80	\$783.31

APPENDIX B. CERTIFICATED SALARY SCHEDULE 2023-2024

	C	D	E	F
	BA	BA + 45	BA + 60	BA + 75
STEP	ACE 03	ACE 05	ACE 07	ACE 09
01	63,850	65,111	71,584	76,388
02	64,033	65,111	71,584	76,388
03	64,216	66,836	71,584	76,388
04	65,342	68,609	73,482	76,388
05	67,072	70,424	75,423	78,412
06	68,852	72,291	77,420	80,491
07	70,675	74,207	79,472	82,625
08	72,546	76,172	81,581	84,811
09	74,471	78,193	83,744	87,061
10	76,443	80,268	85,966	89,362
11	79,697	82,390	88,241	91,739
12	79,697	84,580	90,581	94,173
13	79,697	88,344	93,671	96,667
14	79,697	89,247	95,517	99,228
15	79,697	90,147	97,362	101,858
16	79,697	91,053	99,200	104,558
17	79,697	91,953	101,046	107,328
18	79,697	92,231	101,588	110,172
19	79,697	92,231	101,588	113,092
20	79,697	92,231	101,588	116,088
21	79,697	92,231	102,789	117,290
22	79,697	92,231	102,789	118,492
23	79,697	92,231	102,789	119,694
24	79,697	92,231	102,789	120,896
25	79,697	92,231	102,789	122,097

Duty Days:	186 days
Masters:	1,000
Doctorate (In addition to Masters):	1,000
National Board Certification:	1,000
Pay Schedule:	10 Months

Adopted by Governing Board:	4/16/2024
Effective:	7/1/2023

Dr. Julie Parks
 Secretary, Governing Board
 Moraga School District

PSYCHOLOGIST SALARY SCHEDULE 2023-2024

**Moraga School District
Certificated Salary Schedule
Psychologist
2023-24**

STEP	PSY1
01	112,278
02	116,131
03	119,933
04	124,003
05	127,851

Psychologist Duty Days:	196
Masters	\$1,000
Doctorate (In addition to Masters):	\$1,000
National Board Certification:	\$1,000
Pay Periods:	11 Months
Adopted by Governing Board:	4/16/2024
Effective:	7/1/2023

Dr. Julie Parks
Secretary, Governing Board
Moraga School District

SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE 2023-2024

**Moraga School District
 Certificated Salary Schedule
 Speech & Language Pathologist
 2023-24**

STEP	SLP1
01	83,851
02	83,851
03	83,851
04	83,851
05	86,073
06	88,352
07	90,699
08	93,098
09	95,568
10	98,093
11	100,703
12	103,376
13	106,112
14	108,359
15	110,619
16	112,870
17	115,123
18	117,680
19	117,680
20	118,855
21	120,057

Speech/Language Pathologist Duty Days:	186
Masters	\$1,000
Doctorate (In addition to Masters):	\$1,000
National Board Certification:	\$1,000
Pay Periods:	10 Months
Adopted by Governing Board:	4/16/2024
Effective:	7/1/2023

HOURLY AND SUBSTITUTE

Moraga School District Certificated Hourly and Substitute Employee Salary Schedule 2023-24

Effective When Ratified

Hourly	Per Hour
Assigned Teaching Outside Contract Hours	\$ 73.22
Extra Duty	\$ 38.18
Class Coverage-(per period)	\$ 38.18
Noon Supervisor *	\$ 38.18

Hourly Rates Board Approved	4/16/2024
Point of Interest: 7.5% added to 2022-23 salary schedule	
* 40 minutes to 1 hour compensated as 1 hour	

Substitute	Per Day
Substitute Teacher	\$ 205.00
Moraga Retiree/Active Teacher Substitute	\$ 215.00
Long Term Substitute Rate effective after the 20th day of substituting in the same assignment, retroactive to 1st day (Per Diem = Annual Salary/# of teacher days)	ACE 03, Step 1 Per Diem

New Substitute Rates Board Approved (Effective August 15, 2023)	6/6/2023
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Dr. Julie Parks
Secretary, Governing Board
Moraga School District

APPENDIX C. STIPENDS

Presentations/facilitations provided by staff after attending a District paid conference and provided at staff meetings and/or grade level meetings occurring during common prep time will not be compensated.

Presentation compensation:

Length of presentation:

1 to 1.9 hours = \$100.00

2 to 3.9 hours = \$200.00

4 to 6.0 hours = \$300.00

6 plus hours = \$400.00

Multiple presenters will share the presentation compensation.

- 1) **Extra Duty Hourly Rate:** Beginning July 1, 2007, the extra duty hourly rate shall be increased annually by the percentage increase granted on the Certificated Salary Schedule. Current rates can be found on Appendix B MSD Certificated Salary Schedule 2014-15.
- 2) **Lunch Supervision Duty:** Each lunch supervisor duty period served of 40 minutes or more shall be compensated for one hour at the extra duty hourly rate.
- 3) **Other School/District Assigned Extra Duty Work:** Other School/District assigned extra duty work will be compensated at the extra duty hourly rate for those hours actually served. The principal or District Administrator must approve the extra duty prior to the commencement of the assignment. Examples of extra duty work includes, but is not limited to, period substitute teaching, elementary lunch time sports, lunchtime yard duty, summer planning, summer staff development, new staff (not to exceed 16 hours), summer mentoring of new staff (not to exceed 16 hours), moving classrooms (not to exceed 8 hours), change of grade level (not to exceed 8 hours), district approved and/or provided staff development, other activities as approved. Extra duty work occurs outside of the work day or during a prep period and does not require planning.
- 4) **Assigned Teaching Outside Contract Hours:** These assignments will be paid at \$50.00 per hour adjusted annually beginning with the 2007/08 school year. Current rates can be found on Appendix B MSD Certificated Salary Schedule. Examples of these types of assignments include, but are not limited to: teaching and organizing academic support programs, summer school and home teaching. Unlike extra duty work, this work requires

planning.

5) **Special Education and General Education Co-Teaching Partnerships:** The Moraga School District is committed to an inclusive approach to meet the needs of all students. Inclusion means equitable access to a welcoming classroom and school community with grade level peers. Classroom instruction is strengths-based and provides access to grade-level content through a setting that best meets student needs as determined through a collaborative shared decision-making process. Strong partnerships between educators are key to best outcomes for students in co-taught classrooms.

- a) Educators must be offered the choice of whether to enter into a partnership for co-teaching based upon their understanding of individual teaching styles, compatibility with the partner teacher, and understanding of student needs within the classroom. Educators who elect to participate in formal co-teaching partnerships will have access to professional development for important factors such as scheduling, expectations, classroom procedures, grading, and communication. At the Intermediate school level, every effort will be made to ensure one common planning period between co-teachers. Every effort will be made to ensure that students are assigned to classrooms in a balanced and equitable manner.
- b) In order to ensure continued professional and programmatic growth, district-directed professional development options on co-teaching practices will be provided for co-teaching partners throughout the school year. Participation in program observations and feedback sessions is required. Additionally, co-teaching pairs will collect data on student progress on outcomes in collaboration with leadership.
- c) The District recognizes the extra planning needs involved in successful co teaching partnerships and agrees to the following stipends.

Elementary	\$2300/year	At least 40 hours planning
Intermediate	\$4300/year	At least 75 hours planning

- d) Intermediate school teachers who are co-teaching more than one course, will receive

the stipend for each of the different courses. Additional sections of the same course will not trigger a second stipend.

e) Elementary general education teachers will only receive one stipend per year.

Elementary special education teachers will receive the stipend for each grade level they co-teach.

f) Proposed effective date July 1, 2021. In case of Distance Learning or hybrid instruction due to school closure, stipend will be prorated in accordance with course offering.

ESTABLISHED DISTRICT STIPENDS

Activity	Expected Number of Hours	Rate	Frequency/Comment
Advisory-JM*	40	\$700.00	Per School Year
Administrator Designee – District Full Day		10%	Of Teacher Per Diem
Athletic Director	1194	\$20,900.00	Per School Year
Board Approved Overnight Field Trip Assignment*		\$100.00	Per Night
Certificated Interscholastic Coach** (ASSP)	63	\$1,100.00	Per Sport Season
Certificated Intramural Coach** (ASSP)	31	\$550.00	Per Sport Season
CoTeaching (JM)	75	\$4300.00	Per School Year
CoTeaching (Elementary)	40	\$2300.00	Per School Year
Dance Coordinator (District)	40	\$700.00	Per School Year
Debate (District)	40	\$700.00	Per School Year
Drama (District)	40	\$700.00	Per School Year
Ecoclub	40	\$700.00	Per School Year
Environmental Coordinator***-Elementary (District)	28.5	\$500.00	Per School Year
Environmental Coordinator***-JM (Waste Account)	60	\$1,050.00	Per School Year
Gardening	40	\$700.00	Per School Year
Journalism (District)	40	\$700.00	Per School Year
Leadership Class-JM (District)	40	\$700.00	Per School Year
Literacy Leaders	57	\$1000.00	Per School Year

Math Competitions-JM (District)	40	\$700.00	Per School Year
Math Placement Coordinator	40	\$700.00	Per School Year
Music Teacher-JM (District)	40	\$700.00	Per School Year

Science Fair Coordinator	21.5	\$375	Per School Year
SSA Coordinator-JM* (PTA)	20	\$350.00	Per School Year
Student Council-Elementary (District)	23	\$400.00	Per School Year
Teacher Induction-Liaison (District)	114	\$2,000.00	Per School Year
Teacher Induction-Mentor Teacher (District)	74	\$1,300.00	Per School Year
WEB Coordinator-JM* (PTA)	40	\$700.00	Per School Year
Yearbook (District)	40	\$700.00	Per School Year

*These stipends are solely contingent upon donated funds being available for these purposes.

** These stipends are solely contingent upon donated funds being available for these purposes. The amount of these stipends is determined outside of this contract and these positions may or may not be filled by MTA bargaining unit members.

***For vacancies that occur after July 1, 2016, priority shall be given to MTA bargaining unit members.

Miscellaneous Information:

- Teachers serving as Master Teachers for Student Teachers shall receive the stipend, if any, granted by that specific institution.
- Teachers serving as Teacher Induction coaches will receive the stipend granted by the Teacher Induction sponsoring institution at the time of service or the amount listed as established in stipends in Appendix C.

APPENDIX D. GRIEVANCE

Name of Grievant:	
Organization Representative(s):	
Date Filed (Step I of Grievance Procedure):	
Date Received:	
Date Filed (Step II of Grievance Procedure):	
Date Received:	
Date Filed (Step III of Grievance Procedure):	
Date Received:	

Facts of Grievance – Use Additional Paper as Needed

Time, date and place of alleged violation of agreement:

Article, section and line number of alleged violation:

Specific details of alleged violation of agreement:

Desired Resolution of Grievance

(Give specific remedy sought. What in your opinion would management have to do to resolve the grievance?)

Signature of Grievant

Date

Copy to: Bargaining Unit Member and Superintendent

APPENDIX E. APPLICATION FOR TRANSFER
EMPLOYEE APPLICATION FOR TRANSFER
(Interest Form)

Please consider me a candidate for the following posted vacancy (please print)

Position Title:	
Site or Department:	
FTE/Hours per week:	
Closing Date:	
Name:	
Current Position:	
Current Site/Department:	
Street Address:	
City/State/Zip Code:	
Home Phone:	
Work Phone:	
Signature:	
Date:	

My qualifications for this position include: (optional)

For Personnel Department use only
Date Interviewed:

Date Received:
Date Forwarded:

APPENDIX F. EVALUATION FORMS

Appendix F-1

School Year:

Traditional Evaluation Plan (TEP) OBJECTIVES

School: CP RH LP JM

Bargaining Unit Member: _____ Assignment: _____

Evaluator's Signature: _____

Date: _____

Bargaining Unit Member's Signature: _____ Date: _____

Standard 1 - Creating and Maintaining Effective Environments for Student Learning

- Objectives:

- How will objective be measured?

Standard 2 - Planning Instruction and Designing Learning Experience for All Students

- Objectives:

- How will objective be measured?

Standard 3 – Engaging and Supporting All Students in Learning

- Objectives:

- How will objective be measured?

Standard 4 – Understanding and Organizing Subject Matter for Student Learning

- Objectives:

- How will objective be measured?

Standard 5 – Assessing Student Learning

- Objectives:

- How will objective be measured?

Standard 6 – Developing as a Professional Educator

- Objectives:

- How will objective be measured?

STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 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 2 – CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

- 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 3 – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 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 content
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 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 5 – ASSESSING STUDENT LEARNING

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

STANDARD 6 – DEVELOPING AS A PROFESSIONAL EDUCATOR

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

Appendix F-3

School: CP RH LP JM

Traditional Evaluation Plan (TEP): EVALUATION Date:

Bargaining Unit Member:

Assignment:

Evaluator:

Temporary _____ Probationary 1st year _____ 2nd year _____ Permanent _____

Ratings:

- S = Meets Standard: Indicates competent performance acceptable to the district.
- NI = Needs Improvement: Indicates performance in need of strengthening before the next evaluation for teacher to meet district standards.
- U = Unsatisfactory: Indicates unsatisfactory practice that is not consistent with standard expectations.
- NA = Not applicable or not observed

Summative Review: (Commendations/Recommendation)

Bargaining Unit Member's Signature:

Date:

Evaluator's Signature:

Date:

Signature indicates receipt

- Bargaining unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, and received a "Meets Standards" on the previous evaluation may be evaluated every four years. The bargaining unit member or the district administrator may withdraw consent at any time. The next evaluation cycle may be _____ (school year).
- The bargaining unit member is not eligible for the extended evaluation cycle

Bargaining Unit Member's Name: _____ **Date:** _____

S = Meets Standard **N** = Needs Improvement **U** = Unsatisfactory **NA** = Not Applicable or Not Observed

<p>STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</p> <p>1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching</p>	<p>RATI NG</p>
<p>STANDARD 2 – CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p> <p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning</p>	<p>RATI NG</p>
<p>STANDARD 3 – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</p> <p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject content 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	<p>RATI NG</p>
<p>STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</p> <p>4.1 Using knowledge of students’ academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>	<p>RATI NG</p>
<p>STANDARD 5 – ASSESSING STUDENT LEARNING</p> <p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning 5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p>	<p>RATI NG</p>
<p>STANDARD 6 – DEVELOPING AS A PROFESSIONAL EDUCATOR</p> <p>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</p>	<p>RATI NG</p>

APPENDIX G. REFLECTIVE EVALUATION PLAN (REP)

Bargaining Unit

Member Name: [Click here to enter text.](#)

School Year:

[Choose an item.](#)

School: [Choose an item.](#)

Grade
Level/Dept.:

[Click here to enter text.](#)

SECTION A: Complete 1-8. Schedule a meeting with your principal by the end of the seventh week of school.

1. Review *Standards for the Teaching Profession* (CSTP) to address this school year. Click: [CSTP Six Narratives](#) or [CSTP Summary](#). Select one or two standards (below)

Choose an item.	Choose an item.
---------------------------------	---------------------------------

2. Indicate rubric level (1-5) of *Continuum of Teaching Practice* self-assessment for your selected CSTP/s. (Begins on page 8.) Click: [Continuum of Teaching Practice 3-4](#)
3. Select CSTP Elements to address the one or two CSTP/s selected in #1. (If you selected one standard, choose two elements from that standard. If you selected two standards, choose one element from each standard.)

<p>1. Engaging & Supporting All Students in Learning</p> <p>Choose an item. Choose an item.</p>	<p>2. Creating & Maintaining Effective Environments for Student Learning</p> <p>Choose an item. Choose an item.</p>
<p>3. Understanding and Organizing Subject Matter for Student Learning</p> <p>Choose an item. Choose an item.</p>	<p>4. Planning Instruction and Designing Learning Experiences for All Students</p> <p>Choose an item. Choose an item.</p>
<p>5. Assessing Students for Learning</p> <p>Choose an item. Choose an item.</p>	<p>6. Developing as a Professional Educator</p> <p>Choose an item. Choose an item.</p>

4. Select a certificated staff member to serve as your reflective partner.

a. Certificated Reflective Partner Name: [Click here to enter text.](#)

b. Certificated Reflective Partner Signature: _____

5. Hold a thoughtful conversation with your reflective partner regarding your selected CSTP/s and Elements. Use the Conferencing Protocol questions as a guide: [REP Conferencing Protocol.pdf](#)
 - a. Date: [Click here to enter a date.](#)
 - b. Reflective Partner Signature: _____
 - c. Formulate a reflective question for each Element selected. You may use the reflective questions in the [CSTP Six Narratives](#), page 22, to identify an open-ended focus question that leads to an in-depth study of teaching practice.
 - d. Reflective Question #1: [Click here to enter text.](#)
 - e. Reflective Question #2: [Click here to enter text.](#)

6. Succinctly describe your plans to attain desired outcomes based on the reflective questions.

[Click here to enter text.](#)

7. Schedule two dates for your reflective partner to observe and two dates to hold reflective conversation meetings. Use this guide [REP Conferencing Protocol.pdf](#). It is recommended that a meeting is also held prior to visiting classrooms. Reflective conversation meeting dates are to be held within two days of the observation. Signature indicates the meeting was held.

- a. Observation #1 Date (by 12/01): [Click here to enter a date.](#)
 - i. Reflective Conversation Meeting #1 Date: [Click here to enter a date.](#)
 - ii. Reflective Partner Signature: _____
- b. Observation #2 Date (by 04/01): [Click here to enter a date.](#)
 - i. Reflective Conversation Meeting #2 Date: [Click here to enter a date.](#)
 - ii. Reflective Partner Signature: _____

SECTION B: Bargaining Unit Member and Administrator Check-in Dates

8. Check-in dates:
 - a. No later than the seventh week of school, REP is reviewed and approved by administrator.
 - i. Date: [Click here to enter a date.](#)
 - ii. Administrator Signature: _____
 - iii. Bargaining Unit Member Signature: _____
 - b. By January 30 REP progress reviewed with administrator.
 - i. Date: [Click here to enter a date.](#)
 - ii. Administrator Signature: _____
 - iii. Bargaining Unit Member Signature: _____

SECTION C: Reflective Questions

9. Revisit [Continuum of Teaching Practice](#) and re-assess your selected CSTP/s and Elements. Succinctly respond to the following questions in preparation for a final conversation with your administrator prior to May 1. Respond on a separate sheet.

- a. What evidence (data, student work, observation feedback, artifacts, etc.) demonstrates progress towards the desired outcomes? (See #7 above)
- b. Write a reflective summary of your learning. (What changes have I observed in my students? What did I learn after analyzing student work? What am I doing differently? What are my next steps?)

SECTION D: Bargaining Unit Member and Administrator Final Check-In

1. Bargaining Unit Member and Administrator meet on or before May 1 to review REP and Section C.

- a. Administrator Comment [Click here to enter text.](#)
- b. The Bargaining Unit Member:
 - i. _____Meets District Standards
 - ii. _____Needs Improvement (Comments required)
 - iii. _____Does not meet District Standards/Unsatisfactory (Comments and specific recommendations required)
- c. The Bargaining Unit Member is:
 - i. _____eligible for the extended evaluation cycle, per Article X, Section H. The next evaluation cycle may be _____(school year)
 - ii. _____is not eligible for the extended evaluation cycle, per Article X, Section H.

2. Date and Signatures:

- i. Date: [Click here to enter a date.](#)
- ii. Administrator Signature: _____
- iii. Bargaining Unit Member Signature: _____

The REP form and any additional administrator comments are the only required documents retained in the personnel file.

APPENDIX H. COLLABORATION AND PREP TIME

The Moraga School District (“MSD”) and Moraga Teachers Association (“MTA”) agree, from the period of July 1, 2022 through June 30, 2025:

The MSD and MTA have a shared interest in increasing teacher time for prep and collaboration.

In the elementary schools, normal Wednesday workday will be from 8:10 a.m. to 3:05 p.m. for grades TK-5. Teacher driven, collaboration time will be between 1:50 p.m. and 3:05 p.m.

At Joaquin Moraga, teacher driven collaboration time will be between 2:15 p.m. and 3:05 p.m. on Tuesdays (50 minutes). There will be two staff meetings per month, replacing two Tuesday collaboration times, ending no later than 3:20pm. During those weeks, PLC collaboration will take place on Friday from 2:15 to 3:05 PM. On the remaining Fridays of the month, time will be teacher driven and teachers will be able to complete work (prep time) as needed. IEP’s, SSTs, and 504 meetings could be scheduled during these work Fridays. There will be no mandatory site or district meetings during this time.

There will be no mandatory site or District meetings during Tuesday (JM) and Wednesday (elementary) collaboration time, excluding supervision duties.

Friday collaboration at JM could include IEP, SST or 504 meetings.

Collaboration time is intended for MTA members to engage in collective inquiry around the four questions of professional learning communities:

1. What do students need to know?
2. How will we know when each student has learned it?
3. How will we respond when some students do not learn?
4. How will we extend the learning for students who are already proficient?

While collaboration involves interacting with colleagues, not all collaboration time needs to be face-to-face as group members implement tasks generated from collaboration.

During the term of this MOU, TK- 5 prep time will be increased to 120 minutes weekly, averaged over the course of two weeks. JM prep time will remain at 225 minutes weekly. Prep time is intended for

MTA members to prepare materials, plan lessons, and engage in professional responsibilities, such as grading, corresponding with families, and developing accommodations for students with special needs.

Additionally, during the term of this MOU, the four TK-5th grade, forty-five minute meetings with site administration will be suspended. This was added effective July 1, 2021.

This MOU will be revisited by MSD and MTA annually to reflect on teacher feedback gathered through mutually agreed upon surveys of members.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MORAGA SCHOOL DISTRICT AND
THE MORAGA TEACHERS ASSOCIATION**

MTA and MSD have a shared interest in an authentic, thoughtful, comprehensive teacher evaluation that provides meaningful feedback.

Parties agree to a pilot of the Teacher Evaluation Rubric for the Traditional Evaluation Process for the 2023-24 school year upon approval by the Governing Board and agreement between MSD and MTA. Parties agree to Article VIII as revised below.

Pilot will be evaluated by representatives of MTA and MSD to provide feedback for necessary revisions. This group will meet in January 2024 and after April 20, 2024.

Article VIII Evaluation Procedures

- 1) The purpose of evaluation is to support the professional development of educators in all aspects of their work through evaluating performance, providing feedback, and providing assistance when necessary to support increasingly effective teachers.
- 2) Every probationary and temporary bargaining unit member will be formally evaluated by a district administrator in writing once each school year utilizing the Traditional Evaluation Process (TEP). Said evaluation shall be no later than March 1 of the school year in which the evaluation takes place.
- 3) Every permanent bargaining unit member covered under this Agreement, except those eligible for the Extended Evaluation Cycle, will be formally evaluated by a district administrator in writing at least every other year utilizing the Traditional Evaluation Process (TEP) or, with approval from the site administrator, the Reflective Evaluation Process (REP). Said evaluation shall be no later than April 20 of the school year in which the evaluation takes place.
- 4) Evaluation will be focused on the Traditional Evaluation Process Rubric which is based on the California Standards for the Teaching Profession.
- 5) The TEP rubric/REP report filed in the District Office will contain no statement which has not been made available to the bargaining unit member prior to it being placed in his/her personnel file.
- 6) The district administrator's judgment and recommendations contained in TEP rubric/REP reports and formal evaluations shall not be subject to the Grievance Procedure contained in Article VII of this Agreement. However, the evaluation procedures of this Article are grievable.
- 7) **Traditional Evaluation Process (TEP) (See Appendices F1, F2, F3)**
 - a) Evaluations shall be based on observations, professional conversations, and artifacts. The evaluator is responsible for gathering a collection of evidence to assign ratings. An administrator should

spend a minimum of 75 minutes over multiple observations. The member and administrator will meet before the seventh week of school to review the standards and rubric, on or before December 1 to determine progress on the rubric, and on or before the due date for evaluation to review final placement on the rubric. Upon completion of the formal evaluation, the district administrator will hold a conference and give the bargaining unit member a duplicate copy of the completed evaluation report, which is to be signed by both parties. The signature of the bargaining unit member shall not imply either agreement or disagreement with the evaluation report, but an acknowledgment that the evaluation has taken place and been discussed. If the bargaining unit member is in disagreement with the content of the report, he/she may so state in writing within ten (10) days. This statement will become a permanent part of the evaluation.

b) The district administrator will confer with the bargaining unit member and make specific recommendations in writing, relative to techniques and procedures for improving deficiencies that were noted as ineffective on the evaluation rubric.

c) Any bargaining unit member who scores ineffective in a standard area on his/her formal evaluation report shall, as necessary, be formally reevaluated the following year. Ineffective ratings are defined as follows:

Standard	Score is Below
1	12
2	10
3	6
4	10
5	14
6	14

d) If subsequent remedial action eliminates a rating of ineffective in any standard area on the formal evaluation report, the bargaining unit member may request that the evaluation citing such deficiencies be removed from his/her file after a period of four (4) years from the date the deficiencies were judged to be satisfactory.

e) After a district administrator and the bargaining unit member have conferred and recommendations regarding a rating of ineffective have been put in writing, the Moraga Teachers Association, if requested by the Superintendent, will meet with a district administrator to agree upon two bargaining unit members qualified to provide collegial support. The evaluated bargaining unit member will then choose one of the bargaining unit members who will counsel and assist him/her as specified in the plan. If assistance beyond the regular school day is required, the assisting bargaining unit member will be paid at the school/district assigned extra duty rates. The assisting

bargaining unit member will not provide information for evaluation purposes.

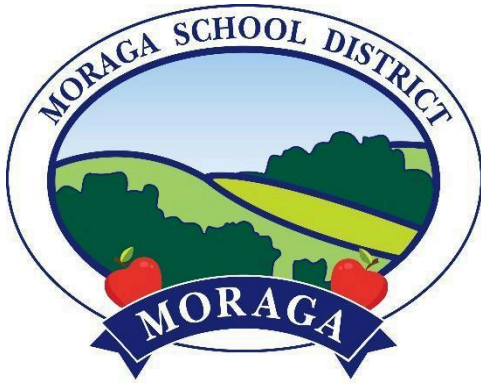
- f) Copies of formal evaluations will be distributed by the district administrator as follows:
 - i) One (1) copy to the bargaining unit member.
 - ii) One (1) copy to the District Office personnel file.

8) Reflective Evaluation Process (REP) (See Appendix G)

- a) No later than the end of the seventh week of the school year, and following approval from the site administrator to utilize the Reflective Evaluation Process (REP), the bargaining unit member will complete Section A, #'s 1-7 and Section B #9A on the Reflective Evaluation Process (REP) form. The district administrator may replace one CSTP element selected by the bargaining unit member.
- b) The bargaining unit member will schedule two dates (the first by December 1 and the second by April 1) for the reflective partner to observe. The bargaining unit member will schedule two reflective conversation dates with the reflective partner within two days of each observation. See Section A #8
- c) The site administrator will review Reflective Evaluation Process (REP), per Section B #9(b), with the bargaining unit member, by January 30.
- d) By April 20, the bargaining unit member will complete Section C of the Reflective Evaluation Process (REP) and meet with her or his site administrator to complete Section D.
- e) Copies of the Reflective Evaluation Process (REP) form will be distributed by the district administrator as follows:
 - i) One (1) copy to the bargaining unit member.
 - ii) One (1) copy to the District Office personnel file.

9) Extended Evaluation Cycle

Bargaining unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified, and received a Satisfactory/Effective rating (overall rubric score of 99 or higher) on the previous evaluation may be evaluated every fourth year. For example, if a teacher is evaluated in 2020-2021, they would be evaluated again in 2024-2025. The bargaining unit member or the district administrator may withdraw consent at any time.



Moraga School District Teacher Evaluation Rubric January 2023

Purpose

To support the professional development of educators in all aspects of their work through evaluating performance, providing feedback, and providing assistance when necessary to support increasingly effective teachers.

Evidence of each standard should be collected by the evaluating administrator through observation, professional conversation, or artifacts.

References

Commission on Teacher Credentialing. (2009, October). California Standards for the Teaching Profession.

Danielson, C. (2022). Framework for Teaching. <https://danielsongroup.org/the-framework-for-teaching/>

Los Angeles Unified School District. (2021, April). Teaching and Learning Framework.

Stronge & Associates. (2016). Stronge Teacher Effectiveness Performance Evaluation System Performance Standards.

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Standard 1 - Engaging and Supporting all Students in Learning

	Ineffective	1	Partially effective	2	Effective	3	Highly effective	4
Uses information about students' academic strengths and needs in planning.	Teacher's plan articulates little or no awareness of learners' skills, knowledge, and language proficiency, and/or does not indicate that such knowledge is valuable.		Teacher's plan articulates the value of tracking learners' skills, knowledge, and language proficiency, but applies this knowledge in planning only for the class/group as a whole.		Teacher's plan tracks learners' skills, knowledge, and language proficiency. Teacher articulates knowledge of the class/group as a whole and disaggregates data for subgroups of learners or individuals in order to determine progress and to plan instruction and intervention.		Teacher's plan tracks individuals' skills, knowledge, and language proficiency. Teacher articulates knowledge of the class/group as a whole and disaggregates data for learner subgroups and individuals in order to determine progress for each learner and to plan instruction and intervention.	
Plans lessons based on current, proven research regarding how students learn.	Teacher's plans articulate little or no knowledge of the developmental characteristics of the age group, the social emotional needs, or of how these students/participants learn.		Teacher's plans articulate some knowledge of the developmental characteristics of the age group and their social emotional needs. Teacher applies this knowledge in planning for the class/ group as a whole.		Teacher's plans articulate current and accurate knowledge of how students/participants learn, reflecting an understanding of the typical developmental characteristics of the age group, including their social emotional needs, and how 21st Century Skills apply. Teacher applies this knowledge in planning for the class/group as a whole and for subgroups of learner.		Teacher's plans articulate current and accurate knowledge of how students/participants learn, reflecting an understanding of the typical developmental characteristics of the age group, including their social emotional needs, and how 21st Century Skills apply. Teacher applies this knowledge in planning for the class/group as a whole, for subgroups of learners and individuals.	
Knows students' unique interests and needs and plans instruction to accommodate and reflect this knowledge.	Teacher displays little or no awareness of the importance of knowing students' unique learning needs, and such knowledge may be incomplete or inaccurate.		Teacher possesses information about students' unique learning and needs.		Teacher possesses information about students' learning needs and applies this knowledge when planning.		Teacher possesses information about each student's learning needs, collecting such information from a variety of sources, as appropriate, and applies this knowledge when planning.	

<p>Standards-aligned learning activities cognitively engage students in the lesson.</p>	<p>Projects, activities and assignments do not require higher levels of thinking or are not aligned to the instructional standards. Few or no learners are cognitively engaged.</p>	<p>Some projects, activities and assignments are aligned to the instructional standards and may require higher levels of thinking. Some learners are cognitively engaged. The learning activities are differentiated, as necessary, to meet the needs of some students/ participants.</p>	<p>Instructional projects, activities and assignments are aligned to the instructional standards, require higher levels of thinking, are culturally relevant, and may include real-world application. Most learners are cognitively engaged, constructing their own understanding and exploring content. The learning activities are differentiated, as necessary, to meet the learning needs of represented subgroups.</p>	<p>Instructional projects, activities and assignments are aligned to the instructional standards, require higher levels of thinking, are culturally relevant, and may include real-world application. Learners are cognitively engaged, constructing their own understanding and exploring content. Teacher encourages and supports learners in initiating or adapting activities and projects to enhance their understanding. The learning activities are differentiated, as necessary, to meet all learning needs.</p>
<p>The materials and resources for the lesson promote cognitive engagement of all students.</p>	<p>Instructional materials, technology, and resources are inappropriate for the instructional outcome, incorrectly used or do not cognitively engage students.</p>	<p>The selection and use of available instructional materials, technology, and resources is partially appropriate to meet the instructional outcome, meet student needs or cognitively engage some students.</p>	<p>The selection and use of available instructional materials, technology, and resources is appropriate to meet the instructional outcome, meet student needs, and to cognitively engage students. The teacher provides some choice in using or creating materials to enhance student learning.</p>	<p>The selection and use of available instructional materials, technology and resources provides multiple strategies to meet the instructional outcome, differentiating for student needs and to cognitively engage students. Students initiate the choice, use, or creation of materials to enhance student learning.</p>
<p>Teacher links content to students' lives, essential questions, or long term goals.</p>	<p>Teacher conveys a negative attitude toward the content, suggesting that it is not important or has been mandated by others. Teacher makes no attempt to link content to students' lives or essential questions.</p>	<p>Teacher communicates the importance of the work but with little conviction or with minimal links to real-world application. Only some students value the importance of the content.</p>	<p>Teacher conveys enthusiasm for the content, and students value the importance of the content. Teacher links content to students' lives, essential questions, or long-term goals.</p>	<p>Students demonstrate through their active participation, curiosity, and taking initiative that they value the content's importance. Teacher and students link content to real-world applications, essential questions, and long-range goals. Teacher and students make content culturally relevant and applicable to students' lives.</p>
<p>TOTAL: _____ /24 = _____ % Less than 50% = ineffective</p>				

Standard 2 - Creating and Maintaining Effective Environments for Student Learning

	Ineffective	1	Partially effective	2	Effective	3	Highly effective	4
Teacher interacts with students in a way that projects respect and creates a safe and supportive learning environment.	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age, culture of the students. Student self management and self-efficacy are not nurtured. Students exhibit disrespect for the teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Student self management and self efficacy are inconsistently nurtured. Students exhibit only minimal respect for the teacher.	Teacher-student interactions are friendly and demonstrate caring and respect for the class as a whole. Such interactions are appropriate to the age, and cultures of the students. Student self management and self efficacy are consistently nurtured. Students exhibit respect for the teacher.	Teacher's interactions with students reflect respect, caring, and cultural understanding, for individuals as well as groups of students. Students demonstrate self-management and self-efficacy and appear to trust the teacher with sensitive information and have a mutual respect and open dialogue in a variety of contexts.				
The classroom environment is safe and supportive; risk-taking is encouraged, students freely contribute their ideas, and student mistakes are treated as learning opportunities, never with ridicule.	Students do not freely share their ideas or opinions or demonstrate a growth mindset. Student mistakes may be ridiculed by the teacher or other students.	Some students demonstrate a growth mindset and freely share their ideas or opinions. Risk-taking and mistakes receive unpredictable responses from the teacher or other students.	Students demonstrate a growth mindset by freely sharing their ideas or opinions and taking risks in learning. Student mistakes are treated as learning opportunities by the teacher.	Students demonstrate a growth mindset by freely sharing their ideas, opinions or academic struggles and taking risks in learning. Student and teacher mistakes are treated as learning opportunities by the teacher and students.				
Routines, procedures, and transitions are managed in such a way that there is little to no loss of instructional time.	Transitions result in much time being lost between activities or lesson segments. Students do not appear to know what is expected for specific routines or transitions.	Some transitions result in loss of instructional time. Students require specific direction and oversight from the teacher in order to execute routines and transitions.	Transitions occur with little loss of instructional time. Teacher prompts students to use efficient routines with minimal direction.	Transitions occur with little to no loss of instructional time. Students initiate and efficiently use routines and procedures appropriate to the task, transition, or grouping structure.				
Expectations for behavior are clear to all students and parents.	No standards of conduct appear to have been established, or students are confused as to what the standards are. Teacher does not model expectations, self management or social	Standards of conduct appear to have been established, and most students seem to understand them. Teacher usually models expectations, self management or social	Standards of conduct are clear to all students and parents. Teacher explicitly teachers expectations for self-management and social awareness.	Standards of conduct are clear to all students and parents and appear to have been developed with student participation. Teacher explicitly teaches expectations, self-management and social				

	awareness.	awareness.		awareness.
The teacher monitors and responds to behaviors in a way that maintains student dignity and does not disrupt learning.	Student behavior hinders learning. Teacher does not monitor student behavior, or teacher responds in a way that does not produce desirable results. Appropriate behaviors are not acknowledged. Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity	Some student behavior may hinder learning. Teacher is generally aware of student behavior and occasionally acknowledges appropriate behaviors. Teacher attempts to respond to student misbehavior but with uneven results.	Student behavior generally supports learning. Teacher reinforces positive behaviors when appropriate. If misbehavior occurs, teacher has a clear and consistent system for addressing negative behavior or rule-breaking that respects the student's dignity. Teacher's response to misbehavior produces desired results.	Student behavior supports learning. Teacher reinforces positive behaviors when appropriate. Teacher's response to misbehavior is sensitive to students' individual needs. Students monitor their own and their peers' behavior.
TOTAL: _____/20 = _____% Less than 50% = ineffective				

Standard 4 - Planning Instruction and Designing Learning Experiences for All Students

	Ineffective	1	Partially effective	2	Effective	3	Highly effective	4
Clear outcomes that are important to the discipline are essential, as is a sequence of learning and alignment to national, state, and/or local standards.	Instructional outcomes are either not stated, or are stated as activities, rather than as student learning. Outcomes represent low expectations for students and lack of rigor. They do not reflect important learning in the content area, nor do they include language objectives, reinforce social emotional learning skills, or a connection to a sequence of learning, or suggest viable methods of assessment.		Instructional outcomes are unclear or consist of a combination of outcomes and activities, representing moderately high expectations and rigor. Learning expectations are aligned with important grade level content standards, include language objectives, reinforce social emotional learning skills, and some outcomes suggest viable methods of assessment. There is at least some connection to a sequence of learning.		Most instructional outcomes are clearly stated, represent high expectations and rigor, focus on important grade level content standards and academic language objectives, reinforce social emotional learning skills, and suggest viable methods of assessment. They are connected to a sequence of learning.		All instructional outcomes are clearly stated in terms of student learning outcomes, represent high expectations and rigor, focus on important grade level content standards and academic language objectives, reinforce social emotional learning skills, and permit viable methods of assessment. They are connected to a sequence of learning both in the discipline and across disciplines	
Activities are designed to engage students in cognitively challenging work that is aligned to the standards.	Learning activities are not designed to cognitively engage students or they are not aligned with instructional standards.		Some of the learning activities are designed to cognitively engage students and are aligned to the instructional standards. Some represent a moderate cognitive challenge and there is some differentiation to meet the needs of diverse student subgroups.		All of the learning activities are relevant, designed to cognitively engage students, are aligned to the instructional standards and represent awareness of 21st Century Skills. Learning activities are differentiated as appropriate to meet the needs of diverse student subgroups.		All of the learning activities are relevant, designed to cognitively engage students, are aligned to the instructional standards, and reflect 21st Century Skills. Learning activities are differentiated, as appropriate, to meet the needs of individual learners.	
Resources in the plan promote high levels of learning and student engagement in the classroom	Teacher is unaware of resources for classroom use or materials and resources are not suitable for students, do not		Teacher displays some awareness of resources available for classroom use. Some materials, technology, and resources		Teacher displays awareness of resources available for classroom use through a variety of sources. All materials		Teacher's knowledge of resources for classroom use is extensive. All materials and resources selected for instruction are suitable for students, support the	

environment.	support the instructional outcomes, do not support cultural relevance and responsiveness, nor do they engage students in meaningful learning.	are suitable to students, support the instructional outcomes, cultural relevance and responsiveness, and engage students in meaningful learning.	and resources selected for instruction are suitable for students, support the instructional outcomes, cultural relevance and responsiveness, and are designed to engage students in meaningful learning, including the appropriate use of technology.	instructional outcomes, cultural relevance and responsiveness, and are designed to engage students in meaningful learning, including the appropriate use of technology. Students participate in selecting or adapting materials.
Groups are purposefully designed to enhance student cognitive engagement.	Instructional groups are not utilized or do not support the instructional outcomes.	Instructional groups partially support the instructional outcomes.	Instructional groups are purposefully designed to meet students' needs and are based on instructional outcomes.	Instructional groups are purposefully designed to meet students' needs and are based on instructional outcomes. Groups promote effective student interaction and offer student choice.
Analyzes and uses multiple sources of student learning data to guide planning; consistently plans for differentiated instruction.	The teacher fails to plan, or plans without adequately using the state standards, school's curriculum, data, or strategies and resources to meet the needs of all students.	The teacher is inconsistent in use of the state standards, school's curriculum, data, or strategies and resources to meet the needs of all students.	The teacher plans using the state's standards, the school's curriculum, data, and engaging and appropriate strategies and resources to meet the needs of all students.	The teacher actively seeks and uses alternative data and resources and serves as a role model in his/her ability to design relevant lessons that challenge and motivate all students.
TOTAL: _____/20 = _____% Less than 50% = ineffective				

Standard 5 - Assessing Student Learning

	Ineffective	1	Partially effective	2	Effective	3	Highly effective	4
Assessments are purposefully and tightly aligned to the learning outcomes.	Formal and informal assessments are not aligned with instructional outcomes.		Some of the instructional outcomes are aligned with the formal and informal assessments, but many are not.		All the instructional outcomes are aligned with purposefully selected formal and informal assessments; assessment methodologies may have been adapted for student subgroups.		All formal and informal assessments are purposefully selected and tightly aligned with the instructional outcomes, in both content and process. Assessment methodologies may have been adapted for individual students.	
Criteria for the assessments are clear and reflect outcomes being taught.	Teacher has not developed criteria by which student learning will be assessed.		Teacher has developed criteria by which student learning will be assessed.		Teacher has developed criteria by which levels of student learning will be assessed. Teacher has planned how criteria will be communicated to students.		Teacher has developed criteria by which levels of student learning will be assessed. Teacher has planned how criteria will be communicated and how students will demonstrate their understanding of the criteria.	
Formative assessments are purposefully designed to determine student strengths and gaps in content knowledge.	Teacher has no plan to incorporate formative assessment in the lesson or unit.		Formative assessments are designed to highlight student strengths and gaps related to some content, skills or standards.		Formative assessments are purposefully designed to determine student strengths and gaps in content knowledge, skills, and/or mastery of standards.		Formative assessments are purposefully designed to determine student strengths and gaps in content knowledge, skills and mastery of standards, and includes student as well as teacher use of the assessment information.	
Teacher uses assessment data to determine next steps in instruction.	Teacher rarely and/or ineffectively uses multiple measures of growth for learners including formative and summative data that may include learners' work, to demonstrate participant learning. Teacher does not analyze or use assessment data to design future		Teacher inconsistently uses multiple measures of growth for learners including both formative and summative data that include learners' work to demonstrate participant learning. Teacher analyzes and uses some assessment data to plan for future instruction for the class/group as a whole.		Teacher consistently uses multiple measures of growth for learners including both formative and summative data that include learners' work to demonstrate participant learning. Teacher analyzes and uses assessment data to plan future instruction for subgroups of learners, including re-teaching and re-assessment if necessary.		Teacher consistently uses multiple measures of growth for learners including both formative and summative data including learners' work to demonstrate a high level of participant learning. Teacher disaggregates and analyzes assessment data and uses information to plan future instruction for individuals, including re-teaching and re-assessment if necessary.	

	instruction.			
Students know and understand the criteria by which their learning will be assessed.	Teacher does not communicate to students the criteria and performance standards by which their work will be evaluated. Teacher does not make assessment criteria comprehensible to students.	Teacher communicates to students the criteria and performance standards by which their work will be evaluated but the assessment criteria are only comprehensible to some students.	Teacher ensures that students are fully aware of and can articulate the criteria and performance standards by which their work will be evaluated. Teacher makes assessment criteria comprehensible to all students.	Teacher ensures that students are fully aware of and can accurately articulate the criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria. Teacher makes assessment criteria comprehensible to all students. Students are able to articulate assessment criteria to their peers.
Teacher closely monitors student work and responses to understand how students are progressing towards the learning objectives.	Teacher does not monitor student learning or check for understanding.	Teacher monitors student learning unevenly. Class is assessed as a whole. Teacher occasionally checks for understanding.	Teacher regularly monitors the learning of students and checks for understanding using a variety of strategies to elicit student thinking.	Teacher monitors the learning of individual students and may use a variety of strategies to elicit student thinking, as appropriate. Students self assess and voluntarily communicate their understandings or misconceptions.
Students receive specific and timely feedback that will move their learning forward.	Teacher's feedback to learners is non-existent, limited, infrequent, and/or inaccurate. Feedback is not aligned to the instructional outcome/ objective nor does it foster self-efficacy or a growth mindset.	Teacher's feedback to learners may be consistent, timely, frequent, and/or accurate, however it is limited to praise or correction. Feedback may not be aligned with the instructional outcome or serve to foster self efficacy or a growth mindset.	Teacher's feedback to learners is timely, frequent, relevant, accurate, and aligned to the instructional outcome. Specific feedback guides learners to revise and improve their work, fostering self-efficacy and a growth mindset.	Teacher's feedback to learners is timely, frequent, relevant, accurate, and aligned to the instructional outcome. Learners demonstrate self efficacy and a growth mindset by making use of specific feedback to revise and improve their work. Learners work collaboratively with peers to provide each other with actionable feedback.
TOTAL: _____/28 = _____% Less than 50% = ineffective				

Standard 6 - Developing as a Professional Educator

	Ineffective	1	Partially effective	2	Effective	3	Highly effective	4
Teacher monitors how students are progressing toward the identified learning outcomes.	Teacher has no system for maintaining information on student progress in learning. Student progress cannot be tracked.		Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective. Student progress is inconsistently or randomly tracked.		Teacher system for maintaining information on student progress is well organized and tracks student progress towards learning outcomes. System allows for tracking student growth over time.		Teacher system for maintaining information on student progress is well organized, efficient, and tracks student progress towards learning outcomes. System allows for tracking individual student growth over time. Students contribute information and participate in maintaining records indicating their own progress in learning.	
The teacher informs families about the instructional program in order to be clear about the learning expectations.	Teacher provides little or no information about the instructional program to families. Teacher does not utilize technology or any other communication means to enhance parent teacher communication.		Teacher provides required information but offers little additional information about the instructional program to families. Teacher uses technology minimally and/or other communication means to enhance parent-teacher communication.		Teacher provides required and additional information on a regular basis to families about the instructional program. Teacher uses technology and other communication means to enhance parent-teacher communication.		Teacher provides required and ongoing additional information to families about the instructional program. Students participate in preparing materials for their families. Teacher regularly uses technology and other communication means to enhance two-way parent teacher communication.	
The teacher communicates with families to create a partnership around student learning.	Teacher makes no attempt to engage families in the instructional program or teacher's attempts are insensitive to cultural norms and language differences.		Teacher makes limited attempts to engage families in the instructional program. Teacher's attempts inconsistently demonstrate sensitivity to cultural norms and language differences.		Teacher engages families in the instructional program in multiple ways including the use of technology and/or assignments that invite family input. Teacher demonstrates sensitivity to cultural norms and language differences.		Teacher frequently engages families in the instructional program in multiple ways including the use of technology and/or assignments that invite family input. Teacher encourages families to contribute ideas that enhance family participation in support of student learning. Teacher demonstrates sensitivity to cultural norms and language differences.	
The teacher supports	Teacher's		Teacher maintains cordial		Relationships with colleagues		Relationships with colleagues are	

and cooperates with colleagues in order to promote a professional school culture	relationships with colleagues are often negative or disruptive.	relationships with some colleagues.	are supportive and cooperative.	supportive and cooperative. Teacher takes initiative in promoting positive relationships among colleagues.
The teacher promotes a culture of inquiry for the purpose of improving teaching and learning and collaborates with colleagues to do so.	Teacher resists attendance at required department, grade-level, school-wide or district-sponsored professional development meetings.	Teacher attends only required department, grade-level, school-wide or district-sponsored professional development meetings.	Teacher actively participates in department, grade-level, school-wide or district-sponsored professional development meetings. Teacher promotes a culture of professional inquiry and collaboration by actively participating in professional learning communities, peer observations, lesson study, teaming, or other inquiry models with colleagues.	Teacher actively participates in and contributes to the design or facilitation of department, grade-level, school-wide or district-sponsored professional development meetings. Teacher initiates or takes a leadership role in professional learning communities, lesson study, teaming, or other inquiry models with colleagues.
The teacher can analyze practice and student work, to determine what went well in the lesson.	Teacher misjudges the success of a lesson.	Teacher has a general impression of a lesson's effectiveness and uses that impression to determine the extent to which instructional goals were met.	Teacher uses criteria to assess a lesson's effectiveness and the extent to which it achieved its instructional goals; the teacher cites evidence to support the judgment.	Teacher uses specific criteria to assess a lesson's effectiveness and the extent to which it achieved its instructional goals. The teacher cites specific examples from the lesson to support the judgment and provides rationales for instructional choices.
The work of the teacher results in acceptable, measurable, and appropriate student progress.	The work of the teacher fails to result in acceptable student progress.	The work of the teacher results in student progress that does not meet the established standard and/or is not achieved with all populations taught by the teacher	The work of the teacher results in acceptable, measurable, and appropriate student progress.	The teacher is a role model in that his/her work results in an exceptional level of student progress with all populations of learners.
TOTAL: _____/28 = ____% Less than 50% = ineffective				

Teacher

Evaluator

Date

Summary of Meeting #1

Summary of Meeting #2

Summary of Evaluation

Strengths

Areas for growth