



**AGREEMENT BETWEEN  
LYNWOOD UNIFIED SCHOOL DISTRICT  
AND**

**LYNWOOD TEACHERS ASSOCIATION  
CTA/NEA**

**July 1, 2019**

**-**

**June 30, 2022**



## Table of Contents

<u>Article</u>		<u>Pages</u>
I	Recognition	2
II	Management Rights	3
III	Association Rights	4-6
IV	Rights and Duties of Unit Members	7-12
V	Summer School and Intersession Assignments	13-15
VI	Concerted Activities	16
VII	Grievance Procedure	17-20
VIII	Salary and Salary Schedule Rules & Regulations	21-24
IX	Health and Welfare Benefits	25-26
X	Hours of Employment and Working Conditions	27-32
XI	Special Education	33-37
XII	Transfers	38-41
XIII	Unit Member Evaluation	42-50
XIV	Class Size	51-52
XV	Leave Provisions	53-60
XVI	Safety & Health	61-62
XVII	Non-Discrimination	63
XVIII	Effect of Agreement	64
XIX	Successor Agreement	65
XX	Definitions	66
XXI	Early Retirement/Reduced Services Program	67-68
XXII	Duration and Reopeners	69
Appendix A	Teachers/Counselors Salary Schedule	70-71
Appendix B	Adult School Teacher Salary Schedule	72
Appendix C	Early Childhood Education Teachers Salary Schedule	73
Appendix D	Speech/Pathologists Salary Schedule	74
Appendix E	School Psychologists Salary Schedule	75
Appendix F	Honorarium Pay	76-78
Appendix G	Grievance Form	79
Appendix H	Sign-In Sheet	80
Appendix I	Education Code 48910	81
Appendix J	Evaluation Forms (J1-J3)	82-138

**ARTICLE I**

**RECOGNITION**

<b>1.1</b>	<p>The Association is granted voluntary recognition by Board as the sole and exclusive bargaining agent for a unit of certificated employees as follows:</p> <p>K-12 classroom teachers, transitional kindergarten teachers, special education teachers (including pre-school special education teachers), instructional coaches and instructional leads, teachers assigned to extra-curricular activities, full-time career and technical education teachers (CTE), full-time adult school teachers, counselors, early childhood education teachers, speech/language pathologists, school psychologists, program specialists, school librarians and District Nurse.</p>
<b>1.2</b>	<p>This voluntary recognition and unit appropriateness agreement shall not include District employees in the following classifications:</p> <p>Superintendent Deputy Superintendent Associate Superintendent Assistant Superintendent Chief Technology Officer District Level Directors District Level Coordinators Principals Assistant Principals Administrative Deans and Coordinators District Resource Specialist Pupil Personnel and Attendance Workers Administrative Assistant/Guidance Advisor Adult Education - Part Time Career and Technical Education Teacher – Part Time</p> <p>Long Term Substitutes Day-to-Day Substitutes Early Childhood Education Site Facilitators Health Services Specialist</p>
<b>1.3</b>	<p>This voluntary recognition shall remain in full force and effect for the term of this collective bargaining agreement.</p>
<b>1.4</b>	<p>In consideration of the Board's decision to grant voluntary recognition to the Association, the Association agrees that the unit described in No. 1.1 above is the appropriate unit.</p>

**ARTICLE II**

**MANAGEMENT RIGHTS**

<b>2.1</b>	Except as limited by the terms of this Agreement, the Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the United States and the State of California, including the generality of the foregoing, the rights:
<b>2.2</b>	To determine and administer policy.
<b>2.3</b>	Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal, assignment, demotion or promotion.
<b>2.4</b>	To delegate to the Superintendent and other legally appointed officers, the operation of the schools, the executive management and administrative control of the school system, its properties and facilities, including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.
<b>2.5</b>	Establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited to only the specific and express terms of this Agreement.
<b>2.6</b>	The District retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. Emergency as used in this Agreement means a sudden unexpected happening, or an unforeseen occurrence or condition, or a sudden or unexpected occasion for action.

**ARTICLE III**

**ASSOCIATION RIGHTS**

3.1	The Association shall be entitled to the use of designated bulletin boards, unit members' mailboxes, and other means of communication in order to communicate with its unit members regarding Association business.
3.2	The Association shall be provided a designated bulletin board at each school site in the staff lounge or work room. Communications to unit members shall be posted only on bulletin boards designated as Association bulletin boards.
3.3	A copy of any communication to be sent through school mail or placed in unit members' mailboxes, shall, as a matter of courtesy, be provided to the Superintendent and the building principal having supervision over the particular school, at the same time as general distribution is made in the mailboxes or school mail.
3.4	Subject to availability and during non-instructional time, Association members shall have the right to use school facilities and equipment, including computers, duplicating equipment, calculating machines, and all types of audiovisual equipment for Association business.
3.5	Upon notification and approval of the site administrator, school facilities may be used by the Association for Association meetings and business. In the event the Association requests the use of school facilities on a weekend, the District shall notify the Association of any direct costs related to weekend use of facilities prior to confirmation of scheduling. Should the Association decide to use the facilities on a weekend, the Association shall reimburse the District for the direct costs for the use of the facilities.
3.6	Association representatives may make brief announcements of Association business after faculty meetings.
<b>3.7</b>	<b><u>Association Release Time</u></b>
3.7.1	The Association shall be allowed twenty-five (25) days per year for Association business. The Association President shall notify the Superintendent or his/her designee in writing when one of these days is being utilized. The Association shall reimburse the District for the cost of substitutes utilized to replace unit members absent on Association business. No individual unit member shall be away from his/her regular assignment for Association business for more than ten (10) accumulated days in any school year.
3.7.2	The Association shall receive a reasonable amount of release time, as provided by law, for the purpose of negotiating and processing grievances.
3.7.3	<b><u>LTA President</u></b> <b>a.</b> During his/her term the LTA President shall be fully released from his/her position to fulfill the duties, responsibilities, and obligations of the LTA President. The parties agree to divide the total salary amount for release of

the LTA President, plus summer work equivalent to 25 hours at the appropriate hourly rate of pay as follows:

District: 50%  
LTA: 50%

The District shall be responsible for covering the cost of the employer portion of all contractual and statutory benefits.

- b. At LTA's request and as an alternative to full release, the parties shall provide a partial release assignment to the LTA President. Partial release shall be defined as a combination of a bargaining unit assignment and release to fulfill the duties, responsibilities, and obligations of the LTA President. Partial release may include a shared teaching assignment, out of the classroom assignment, or alternative assignment as mutually agreed to by the parties. For a partial release assignment, the parties agree to divide the total salary amount for partial release of the LTA President, plus summer work equivalent to 25 hours at the hourly rate of pay as follows:

District: 50%  
LTA: 50%

The District shall be responsible for covering the cost of the employer portion of all contractual and statutory benefits.

- c. While released as LTA President, the LTA President's school site assignment shall remain unchanged. Upon completion of his/her term, the LTA President shall return to the site at which he/she worked prior to the beginning of their term of office. In the event his/her return initiates a need for transfer under Article XII of this agreement, prior to initiating the voluntary/involuntary transfer process at the site, the LTA President shall be given the option to voluntarily transfer to a vacant position at another school site.
- d. During the term of this Agreement, the LTA President shall continue to receive all District-wide and school site written and electronic announcements and communications. Written communications shall be distributed to the LTA Office. Electronic communications shall be sent to the LTA President's LUSD email address.

**3.8**

**Payroll Deduction**

3.8.1

The right of payroll deduction for the payment of organizational dues shall be accorded by the Board exclusively to the Association and shall not be accorded any other organization whose members are part of the bargaining unit represented by the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from the members. A unit member's written dues deduction authorization shall be revocable only upon receipt of written notice to the District from the Association, and such revocation shall be effective commencing with the next pay period after receipt thereof.

3.8.2	Pursuant to authorization by the unit member, the Board shall deduct the Association dues and fees from the regular salary check of the unit member each month. The dues shall be deducted equally 1/10, 1/11, or 1/12 per pay period in accordance with the member's pay schedule. Deductions for unit members who sign such authorization after the commencement of school shall be 1/10, 1/11, or 1/12, of the Association dues and fees from each regular salary check for the remainder of the school year.
3.8.3	With respect to all sums deducted by the Board pursuant to authorization of the unit member for membership dues, the Board agrees promptly to remit such monies to the California Teachers Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.
3.8.4	Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for Association-sponsored programs, annuities, credit union, charitable donation, or any other plans or programs, jointly approved by the Association and Board.

3.9	<p><b><u>The District will provide the following information to the Association:</u></b></p> <ul style="list-style-type: none"> <li>a. A copy of the tentative and the approved District budget and any summaries of the budget.</li> <li>b. A scattergram of all unit members showing the placement of members by step and group on the salary schedule, total salaries by step and group, and total salaries for the District by November 30 of each school year.</li> <li>c. A list of the names, work locations/assignments, home addresses, work email addresses, personal email addresses, home telephone numbers, and cellular telephone numbers on file of all unit members will be provided by November 30 of each year. Unit members' home addresses, personal email addresses and personal telephone numbers will not be made public.</li> <li>d. A list of the names, work location/assignments, home addresses, work email address, personal email address, home telephone numbers, and cellular telephone numbers on file of any newly hired unit member within thirty (30) days of hire.</li> <li>e. Policy changes immediately following the Board meeting in which action is taken.</li> <li>f. A copy of the current seniority list by November 30 of each school year.</li> </ul>
3.10	The Association shall provide the District a list of LTA Executive Board Members and Faculty Representatives by October 30 <sup>th</sup> of each year.
3.11	<p><b><u>New Teacher Orientation:</u></b></p> <p>The Association shall be provided at least one-hour during new teacher orientation day to meet with new bargaining unit members regarding association business. Such meeting time shall be mutually arranged and scheduled between the Superintendent and the Association President at least ten (10) days prior to the date of the new teacher orientation.</p>

**ARTICLE IV**

**RIGHTS AND DUTIES OF UNIT MEMBERS**

4.1	<b><u>Unit Member Protection</u></b>
4.1.1	It is the responsibility of the principal and staff members at each school site to maintain discipline and a climate for good instruction in the schools. It is the unit member's responsibility to deal justly and considerately with each student. The Superintendent and his administrative staff will support principals and teachers in all reasonable disciplinary measures in accordance with the policies of the school district.
4.1.2	Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent who shall report the incident to the appropriate law enforcement agency, and who shall comply with any request for information in the possession of the Superintendent relating to the incident or persons involved, and shall act in appropriate ways as liaison between the unit member, the police and the courts.
4.1.3	A teacher may suspend any pupil from his/her class, for any of the acts enumerated in Education Code Section 48900 and Board Policy, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or principal's designee for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension. (See Appendix I for Education Code Section 48910 - "Suspension by Teacher")
4.1.4	A unit member may, within the scope of his/her employment, use and apply reasonable force such as a reasonable parent might use if necessary: To quell a disturbance threatening physical injury to himself/herself or others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense and for the protection of persons and property.
4.1.5	In cases where a unit members has had to use force to protect himself/herself from a physical attack by a student, or other person, in pursuit of his/her employment, or to prevent injury to another student, the Board will provide access to the Deputy County Counsel assigned to the District to advise the unit member of his/her rights and obligations with respect to any such assault and shall promptly render all reasonable assistance to the unit member in connection with law enforcement and judicial authorities.
4.2	<b><u>Personal Property</u></b>
4.2.1	<b><u>Damaged Personal Property</u></b> The District may provide for payment of the costs of replacing or repairing personal property of a unit member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing (except hosiery worn or carried by the unit member) when any such property is damaged in the line of duty without fault of the unit member. Vehicles are excluded. If the property is damaged beyond repair, the actual value of such property may be paid upon receipt by the District of the damaged personal article.

4.2.2	<p><b><u>Stolen Property</u></b></p> <p>Reimbursement of any unit member(s) for the loss, destruction or damage by arson, burglary or vandalism of personal property used in the schools of the District may be made. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the unit member bringing the property and the school administrator or person appointed by him/her for this purpose at the time of the approval for its use was given.</p>
4.3	<p><b><u>Upbraiding, Insulting, Abusing Teachers</u></b></p>
4.3.1	<p>It is the principal's responsibility to maintain good discipline in his/her school in accordance with the Education Code, California Administrative Code, and District-wide regulations and procedures promulgated by the Superintendent for the measurement of citizenship and the development of good discipline. He/she may delegate to the vice-principal or to any unit member duties that are necessary for the maintenance of good student conduct. Pupils are to be under the direct supervision of a member of the staff at all times while in school or while attending a school-directed activity.</p>
4.3.2	<p>Parents are expected to cooperate with the school authorities in maintaining and encouraging proper standards of behavior for their children. As provided in the Education Code, parents shall be held responsible financially and otherwise, for willful misconduct of their children. (Ed. Code 48904).</p>
4.3.3	<p>Any parent, guardian, or other person whose conduct in a place where a school employee is required to be in the course of his/her duties, materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor: (Ed. Code 44811). This applies to situations on school premises, or any other place the unit member is required to be in connection with assigned school activities. The school is empowered to call for police assistance in the event it is necessary. The District staff shall assist and support the unit member in the proper exercise of their responsibilities, including a review of all incidents of serious misconduct of students which may involve suspension, expulsions, exemptions or coordination with law enforcement agencies. The District staff shall also provide assistance to schools in overcoming problems, thus reducing the need for disciplinary action.</p>
4.4	<p><b><u>Academic Freedom and Teaching of Controversial Issues</u></b></p> <p>The Lynwood Unified School District believes that education has an inescapable duty to provide opportunities for the development of clear thinking, balanced judgment, intelligent choices, informed opinion, and a comprehension of the intricacies of propaganda.</p> <p>It further believes that academic freedom requires the maintenance of a climate of intellectual freedom which encourages the flow of ideas and the ablest instruction with the recognition that freedom to teach and freedom to learn imply both rights and responsibilities within the framework of the law and policies of the Board of Education.</p>

4.5	<p><b><u>Political Rights</u></b></p> <p>No unit member of the District shall engage in personal political activities during his or her regular hours.</p> <p>However, during their off-duty hours, the Board respects and upholds the rights of unit members to participate in political activities, including the holding of public office, if the activities are not specifically prohibited by law.</p>
4.6	<p><b><u>Unit Member's Personnel File</u></b></p>
4.6.1	<p>Unit members have a right to examine their personnel files, and obtain copies of the materials in their files within the provisions of the law at the District Office.</p>
4.6.2	<p>Upon written request duly signed by a unit member, he/she shall have the right to authorize a representative to examine his/her personnel file and obtain copies of items within the file.</p>
4.6.3	<p>The unit member shall be made aware of any critical statement or letter five (5) days prior to its placement in his/her file and be provided an opportunity to reply to any statement or letter placed in his/her file, with his/her reply being attached to the original.</p>
4.6.4	<p>The person who causes material to be placed in the files shall sign and date the material.</p>
4.6.5	<p>Information of a derogatory nature pertaining to a unit member's competency or his/her unfitness for service or his/her physical or mental condition unfitting him/her to instruct or associate with children, shall not be used in any disciplinary or dismissal action against him/her unless and until that material has been entered into his/her file in accordance with Education Code Section 44031.</p>
4.7	<p><b><u>Progressive Discipline Procedures</u></b></p>
4.7.1	<p>The parties agree that the purpose of progressive discipline is to offer the bargaining unit member an opportunity to receive support and improve behavior which might otherwise constitute grounds for more substantial discipline. Prior to the issuing of any of the progressive discipline measures outlined herein, the unit member alleged of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct. Every effort shall be made to hold the meeting as soon as possible after the alleged misconduct, incident or complaint against the unit member is reported.</p>

4.7.2	<p>No bargaining unit member will be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct without “just cause.” The concept of “progressive discipline,” and the prohibition of disparate treatment by an administrator, are to be generally applicable, but with the understanding that circumstances may justify an exception, and/or make progressive discipline unnecessary, and that reasonable diversity in disciplinary decisions may be justifiable or necessary based on individualized factors and circumstances as determined in the judgment of the responsible administrator. Discipline of a member shall be based on grounds set forth in Education Code section 44932.</p> <p>Non-reelection of probationary or temporary personnel shall be exempted from the article, but the District may voluntarily elect to use some progressive discipline steps as outlined in the article.</p>
4.7.3	<p>Progressive discipline consists of the following steps: 1) informal discussion (which may be documented in writing); 2) written warning; 3) written reprimand; 4) suspension without pay; and 5) termination. Arbitration per section 4.7.4.d for discipline actions shall only be available in the event of suspension pursuant to Discipline under this section shall not be subject to the Grievance Procedure.</p>
4.7.4	<p><b><u>Procedures for Suspension</u></b></p> <ul style="list-style-type: none"> <li>a. The District has the right to suspend a member of the bargaining unit for up to (10) days without pay for serious misconduct subject to the provisions of this article.</li> <li>b. Prior to the District’s notice, the parties may meet to discuss positive alternatives to suspension and will attempt to reach mutual agreement which shall be reduced to writing. This meeting is encouraged but does not preclude the District from proceeding directly to written notice of suspension.</li> <li>c. A member of the bargaining unit shall be given written notice of the suspension by the Superintendent or his/her designee. The notice shall specify the length of the suspension and the reason for the suspension. The notice shall also contain a statement of the member’s right to a conference with the Superintendent or his/her designee concerning the suspension and the member’s right to respond either orally or in writing within ten (10) days of the notice. The member’s request for a conference shall be in writing (not email) and shall be received by the Superintendent or his/her designee within the time specified in the notice of suspension. In the event a conference is held to discuss the suspension, the member may be represented by an individual of his or her choice.</li> <li>d. Arbitration: <ul style="list-style-type: none"> <li>Option 1: Non-Binding Arbitration</li> </ul> </li> </ul> <p>Only suspension without pay may be appealed to non-binding arbitration. Such matters shall be filed directly to Non-Binding Arbitration. Within ten (10) days of receiving the notice of suspension without pay, the unit member or his/her representative shall notify the Superintendent of his/her appeal of the suspension without pay to non-binding arbitration within ten (10) days of receipt of the appeal for arbitration, the parties shall request the immediate services of an arbitrator. The</p>

arbitrator selected shall be jointly agreed to by the Association and the District. If an agreement cannot be reached, they shall request a list from the California State Mediation and Conciliation Service of five (5) arbitrators. Each party shall alternately strike a name until one name remains. The remaining person shall be the arbitrator. The fees and expenses of the arbitrator shall be borne by the Association and the District.

**Option 2: Binding Arbitration**

A suspension without pay may be appealed to binding arbitration. Within ten (10) days of receiving the notice of suspension without pay, the unit member or his/her representative shall notify the Superintendent of his/her appeal of the suspension without pay to binding arbitration. Within ten (10) days of receipt of the appeal for arbitration. The parties shall request the California State Mediation and Conciliation Service supply a list of five (5) arbitrators. The Lynwood Teachers Association shall strike one name from the list. The District will select the arbitrator from the remaining four (4) to hear the appeal. The fees and expenses of the arbitrator and hearing shall be borne equally by the Association and the District. All other expenses shall be borne by the parties incurring them.

If submitted to arbitration (Option 1 or Option 2), the proposed suspension without pay and effective date shall be held in abeyance until such time an arbitrator's decision is rendered.

**Option 1:** The arbitrator's advisory decision will be submitted to the Board of Education for final approval. The Board may accept, reject or modify the arbitrator's advisory disposition.

**Option 2:** The arbitrator's decision will be submitted to the Board of Education for adoption.

- e.** Nothing herein shall interfere with the right of the District to temporarily remove the member from the work location to which he/she is assigned, to reassign the member, and/or temporarily relieve the member of duties and place the member on paid leave pending the determination of the suspension.
- f.** The suspension provisions of this article apply only to the procedures to be followed in the event a member of the bargaining unit is suspended for ten (10) days or less under the provisions of this article and do not apply to, limit, or preclude other disciplinary measures.

4.8	<p><b><u>Paid Administrative Leave for Purpose of Investigation into Potential Discipline</u></b></p> <p>a. The Superintendent or Designee may place an employee on paid administrative leave during an investigation. Written notice will be provided to the employee being placed on leave.</p> <p>b. While on paid administrative leave, employees will be relieved of their regular assignment as well as any extra duty hours or assignments and are to refrain from being on District property unless directed to attend a meeting by Human Resources or receive an alternative bargaining unit job assignment. While on paid administrative leave, employees will continue to receive their regular full pay and benefits.</p>
4.9	All information or proceedings regarding any progressive discipline measures shall be kept confidential by the parties to the extent such is permitted by law.
4.10	Nothing herein shall preclude or affect the District's right to dismiss a unit member pursuant to the Education Code.
4.11	Hearsay evidence shall not be utilized by the District in any charges against unit members unless in support of direct evidence or otherwise admissible under legally recognized exceptions to the hearsay rule. For the purposes of this Agreement, hearsay shall be defined in accordance with the statutory and case law of the State and subject to a determination of relevance by the arbitrator.

**ARTICLE V**

**SUMMER SCHOOL & INTERSESSION ASSIGNMENTS**

5.1	The announcement of summer work shall be published on EdJoin, the District website, and bulletin boards at each school site. The announcement for applications for these assignments shall be announced no later than eight (8) weeks prior to the beginning of the assignment. Applications must be submitted online and on time for consideration.
5.2	The District will notify unit members of <i>summer school</i> assignments, when possible, no later than one (1) week before the beginning of summer school. Notification of assignment shall be published via district email to all bargaining unit members. Bargaining unit members eligible for summer school but not initially selected shall be placed on an assignment waitlist, including eligibility for shared or substitute assignments. In the event additional assignments are added closer to the start of summer school, bargaining unit members shall be selected from the waitlist based on the criteria in 5.5 below.
5.3	If a unit member develops a special program to be offered in summer school, and that program is offered and maintains sufficient enrollment, that unit member shall have priority over all others to teach that course.
5.4	The Superintendent or designee may select the teacher for any special program or special assignment approved by the Superintendent.
5.5	The District shall use the following criteria to select teachers for summer school assignments.
5.5.1	All summer school assignments will be open to all unit members possessing the appropriate credential who have not received a prior evaluation indicating improvement is needed or have been assigned to the Peer Assistance Review Program (PAR).
5.5.2	Unit members having teaching experience at the appropriate level and the appropriate credential within the two (2) past academic years will have school assignment priority. Unit members having teaching experience at the appropriate level and the appropriate credential within the past two (2) academic years at the site offering summer school will have summer school assignment priority at that site.
5.5.3	Unit members having teaching experience in specific subject areas with the appropriate credential (English, Mathematics, Science, Social Science, etc.) at the secondary level within the past academic years have summer school assignment priority.
5.5.4	Summer school programs not regularly taught during the school year that require special qualifications shall be filled with persons having those qualifications.

5.5.5	When qualifications are equal, unit members who did not teach summer school during the previous year will have summer school assignment priority.
5.5.6	A unit member may be assigned for more than one summer school assignment each year if qualified applicants are not available.
5.5.7	When unit members with permanency (tenure) or probationary are not available and all the criteria in 5.5 are equal, those unit members on a temporary contract with the longest service in the District shall have priority, when service is equal the priority will be determined by drawing.
5.5.8	Unit members shall have summer school assignment priority.
5.5.9	In the event a summer school assignment is cancelled after the start of summer session, unit members shall be compensated for their work performed and placed on the assignment waitlist, including for shared or sub assignments. The cancelled summer school assignment shall not count as having worked under 5.5.5.
5.6	<b><u>ECE Summer &amp; Winter/Spring Intersession Assignments:</u></b>
5.6.1	<p>ECE Summer Assignments: For the purposes of assigning summer assignments, priority shall be filled by the Early Childhood Education Teacher bargaining unit members in the following order:</p> <ol style="list-style-type: none"> <li>a. Preference for summer assignments shall be given to unit members who received an evaluation of satisfactory or better on his/her most recent evaluation.</li> <li>b. When qualifications above are equal, unit members who did not teach during the previous summer will have summer priority.</li> <li>c. When qualifications above are equal, preference shall be given to the unit member with the greatest seniority in the District.</li> </ol>
5.6.2	<p>ECE Winter/Spring Intersession Assignments: For the purposes of assigning winter/spring intersession assignments, priority shall be filled first by Early Childhood Education Teacher bargaining unit members employed at the school site where winter/spring intersession will be offered in the following order:</p> <ol style="list-style-type: none"> <li>a. Preference for winter/spring intersession assignments shall be given to unit members who received an evaluation of satisfactory or better on his/her most recent written evaluation.</li> <li>b. When qualifications above are equal, unit members who did not teach during the previous winter/spring intersessions will have priority of assignment.</li> <li>c. When qualifications above are equal, preference shall be given to the unit member with the greatest seniority in the District.</li> <li>d. In the event a winter/spring intersession assignment is not filled by an Early Childhood Education Teacher bargaining unit member from the site where winter/spring intersession is being offered, such assignment shall be offered to and filled by other interested Early Childhood Education Teacher bargaining unit</li> </ol>

	members provided he/she received an evaluation of satisfactory or better on his/her most recent evaluation and did not teach during the previous winter/spring intersession. When qualifications above are equal, unit members with the greatest seniority in the district will be given winter/spring assignments.
5.6.3	The daily rate of pay for summer and winter/spring intersession shall be equivalent to the bargaining unit member's daily rate of pay during the academic year. This is calculated by taking the bargaining unit member's annual salary and dividing by 185 work days.

**ARTICLE VI**

**CONCERTED ACTIVITIES**

6.1	It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
6.2	During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of unit members.
6.3	It is expressly agreed and understood by and between the parties that the provisions of this article do not apply to those matters which remain to be agreed upon for the subsequent years of this Agreement (i.e., matters subject to be reopened).

**ARTICLE VII**

**GRIEVANCE PROCEDURE**

7.1	<b><u>Definitions</u></b>
7.1.1	<p>A "grievance" is a formal written allegation by a unit member who has been adversely affected by an alleged violation of the specific provisions of this Agreement. A grievance shall not include and the grievance procedure shall not apply to any of the following:</p> <ul style="list-style-type: none"><li>a. Any proceeding for the dismissal of a permanent or probationary unit member.</li><li>b. Any proceeding for the layoff of a permanent or probationary unit member.</li><li>c. The evaluation of unit members, except for the violation or unreasonable application of procedural matters. The Association shall have the right to file a grievance when a unit member or the Association has been adversely affected by an alleged violation of a specific provision of this Agreement.</li></ul>
7.1.2	A "day" is any day during which the grievant is required to be in attendance.
7.1.3	The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances and/or evaluate unit members.
7.2	<b><u>Purpose</u></b>
7.2.1	The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise, affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
7.2.2	Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
7.2.3	In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year/grievant's current session, and, if left unresolved until the beginning of the following school year/grievant's next session, could result in harm to an aggrieved person, the time limits set forth herein may be reduced so the procedure may be exhausted prior to the end of the school year/grievant's current session, or as soon as practicable.
7.3	<b><u>Procedure</u></b>

7.3.1	<p><u>Level One – Immediate Supervisor</u></p> <p>Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or within twenty (20) days of the time the aggrieved knew, or with the exercise of reasonable diligence should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the approved form, attached as Appendix G to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, including the article alleged to be violated, the circumstances involved, and the remedy sought. The supervisor shall attempt to meet and resolve the grievance and will render a decision in writing to the grievant within ten (10) days from the date the grievance is presented. The supervisor's failure to render a decision with the time limits will automatically move the grievance to the Superintendent at Level Two.</p>
7.3.2	<p><u>Level Two-Superintendent</u></p> <p>If the grievant is not satisfied with the disposition of the grievance at Level One, he/she may file the grievance in writing at Level Two within ten (10) days after receiving the written decision at Level One, or within twenty (20) days after presentation of the grievance at Level One if no written decision has been rendered. The grievant must present such grievance in writing on the approved form, attached as Appendix G. Within ten (10) days of receiving the grievance, the Superintendent or his/her designee shall attempt to meet with the grievant in an effort to resolve the grievance and shall render a decision in writing to the grievant and to the Association within ten (10) days from the date the grievance is heard at this level. The failure to render a written decision at this level within the ten (10) days from the grievance meeting will automatically move the grievance to Level Three – Mediation.</p>
7.3.3	<p><u>Level Three – Mediation</u></p> <p>If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may request that the Association submit the grievance to mediation. The Association may appeal the grievance for mediation within ten (10) days after receiving the written decision at Level Two, or within twenty (20) days after presentation of the grievance at Level Two if no written decision has been rendered. The Association shall have the exclusive right to determine which grievances proceed to mediation.</p> <p>Within ten (10) days of receipt of the appeal for mediation, the parties shall request the California State Mediation and Conciliation Service appoint a mediator to assist the parties in mediating the grievance. The fees and expenses of the mediator shall be borne equally by the Association and the District.</p> <p>The mediator, within ten (10) days of the request for mediation, or as soon thereafter as possible, shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance.</p> <p>If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. The agreement shall be non-precedent setting and shall constitute a settlement of the grievance.</p> <p>In the event that the grievant, the Association, and the District have not resolved the grievance with the assistance of a mediator, the Association may proceed to arbitration.</p>

7.3.4	<p><b><u>Level Four – Binding Arbitration</u></b></p> <p>If the grievance is not resolved at mediation, within ten (10) days of the conclusion of mediation, the grievant may request that the Association submit the grievance to binding arbitration. The Association shall have the exclusive right to determine which grievances proceed to arbitration.</p> <p>The Association shall notify the Superintendent in writing within ten (10) days after the receipt of the request from the grievant if the grievance is to be submitted for arbitration. Within ten (10) days of receipt of the appeal to arbitration, the parties shall request the California State Mediation and Conciliation Service supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The remaining person shall be the arbitrator. All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will give the Board the first elimination. The even-numbered grievances will give the Association the first elimination.</p> <p>The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.</p> <p>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 submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. Where the threshold issue of arbitrability is raised by a party, the arbitrator shall initially rule upon the matter, and thereafter the parties shall be bound thereby.</p> <p>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.</p> <p>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/her findings which shall be binding upon the parties.</p>
7.4	<p><b><u>Right of Unit Members to Representation</u></b></p>
7.4.1	<p>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 grievant, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.</p>
7.4.2	<p>A unit member may be represented at level 1 and level 2 of the grievance of the procedure by himself/herself, or at his/her option, by a representative selected by the Association. If a unit member is not represented by the Association, the Association shall have the right, if it chooses, to be present and to state its views at any stage of the grievance procedure.</p>
7.5	<p><b><u>Miscellaneous</u></b></p>
7.5.1	<p>If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association</p>

	directly and the processing of such grievance shall commence at Level Two. The Association may process such a grievance through all levels of the grievance procedure even if the individual aggrieved person does not wish to do so.
7.5.2	Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. The time limit for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
7.5.3	When it is necessary for a representative designated by the Association to attend a grievance meeting during the day, he/she will upon notice to his/her principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the meeting. Any unit member who is requested to appear in such investigations, meeting, or hearing as a witness will be accorded the same right.
7.5.4	All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
7.5.5	Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.
7.5.6	If the grievant, the Association, and the Superintendent, or Superintendent's designee agree in writing, a grievance may be brought directly to arbitration.

**ARTICLE VIII**

**SALARY AND SALARY SCHEDULE RULES AND REGULATIONS**

8.1	<b><u>General</u></b>
8.1.1	Unit members who serve less than the required annual number of working days for regular full-time unit members in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, unit members who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their group and step.
8.1.2	Mandatory deductions from gross earnings are those required by law and include State Income Tax, Federal Income Tax, and State Teachers Retirement System.
8.1.3	Optional deductions are those deductions the unit members may elect to have taken from his/her earnings. Such deductions are made for items and services that are, from time to time, made available to the unit members by Board action. Authorization shall remain in effect continuously until the District receives from the unit member written notice withdrawing the authorization from the deduction.
8.2	<b><u>Salary Schedules</u></b>
8.2.1	The Teacher/Counselor Salary Schedule is attached as Appendix A.
8.2.2	The Adult School Teachers Salary Schedule is attached as Appendix B
8.2.3	The Early Childhood Education Teachers salary schedule is attached as Appendix C.
8.2.4	The Speech/Language Pathologist Salary Schedule is attached as Appendix D.
8.2.5	CTE Teachers: Effective July 1, 2017, CTE Teachers will move to the appropriate step/column on the Certificated Teaching Salary Schedule. In the event a current CTE teacher does not hold a Bachelor's Degree from an accredited university, such CTE Teacher shall remain on the Adult School Teachers Salary Schedule. If in the future, such CTE teacher completes a Bachelor's Degree from an accredited university such CTE teacher shall move to the appropriate step/column on the Certificated Teaching Salary Schedule.
8.2.6	The School Psychologist Salary Schedule is attached as Appendix E.
8.2.7	The Honorarium pay schedule is attached as Appendix F.
8.2.8	The District shall implement AB 265 (1989) (Medicare) effective July 1, 1994.
8.3	<b><u>Initial Placement on Schedules</u></b>

8.3.1	<p>Credit for service outside the District shall be allowed on the salary schedule at the rate of one increment (step) for one year of comparable service. No initial placement shall exceed step ten (10). Prior service will be allowed on the schedule only if it is within the last fifteen (15) years. Private school experience for step increment on the salary schedule will be accepted, providing the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid credential at time of teaching. Unit members employed to teach vocational education additional subjects may be granted, at the discretion of the District up to four (4) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience. All previous experience shall be verified by official statements by the unit member before experience credit shall be allowed.</p>
8.3.2	<p>All coursework approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within thirty (30) days of the unit member's first day of service. Failure to do so will result in the Districts withholding salary warrants until such documents are placed on file. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. The accreditation status of a college, university or private school at the time of the unit member's attendance shall prevail. The school shall be accredited by American Universities and Colleges or their regional affiliates.</p>
8.3.3	<p>Unit members whose initial District employment was in programs conducted under contracts with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially funded program for salary schedule placement and advancement purposes.</p>
8.3.4	<p>Addition of Provision for Critical Service Areas:  Newly hired fully credentialed teachers in the critical skill areas of English, Math Science, Bilingual Education and Special Education shall be placed on the Teachers Salary Schedule without restriction with full credit for all prior experience, providing the experience was full-time with a valid Teaching Credential. The District will make the final determination of initial placement on the Salary Schedule.</p>
8.4	<p><b><u>Vertical Movement</u></b></p> <p>All unit members shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. Unit members who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.</p>

8.5	<b><u>Horizontal Movement</u></b>
8.5.1	<p>Course credit for salary placement and movement shall be given only for postgraduate, upper division or graduate coursework taken at four-year colleges, universities or graduate schedules which are accredited by American Universities and Colleges or their regional affiliates.</p> <p>Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds.</p>
8.5.2	<p>Unit members requesting salary reclassification must file such requests with Human Resources no later than August 15 of each year. Supporting records or transcripts verifying post-graduate units of records or transcripts verifying post- graduate units of study that are to apply toward such a reclassification must be filed with Human Resources no later than September 10 of the ensuing school year, for courses completed by September 1 of the school year. If by September 10 the unit member is unable to submit supporting records or transcripts verifying post-graduate units of study that are to apply toward reclassification, official notices in the form of a grade card or letter from the college or institution shall be submitted.</p> <p>Such temporary verifications which indicate satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirements. The unit member shall provide the official transcript or affidavit document to the District as soon as it is available, but no later than December 30.</p>
8.5.3	<p>The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification shall be corrected as soon as the error is verified.</p>
8.5.4	<p>Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification. Credit will not be accepted for coursework taken in the armed service, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts. Coursework taken through a foreign university or other institution which sponsors travel tours for credits, assigned upper division or graduate status, assigned a course title, and given unit value, shall be accepted. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning, specified above.</p> <p>If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such unit member may petition the District for a waiver. Such a waiver, if granted, would allow the units approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the unit member must make a formal application to the District and receive approval in the form of the aforementioned waiver.</p>
8.6	<p>If a student from a teacher training institution is assigned to a unit member for training purposes and the District receives a stipend for this service from the institution, then the unit member to whom the student teacher is assigned shall receive the stipend.</p>
8.7	<p>Per Diem rate of pay for unit members is calculated by dividing the unit member's annual salary by the unit members required days of service.</p>

8.8	A unit member teaching any extended day classes shall be paid for each day taught on the basis of the additional time per day divided by his/her normal teaching hours times the unit member's per diem rate. This does not apply to adult school teaching.										
8.9	Unit members assigned to work extra days beyond those required by Article X, Hours, shall be paid their per diem rate. This does not apply to curriculum workshops or committees, or to summer school teaching which will be compensated at the hourly rate of pay.										
8.10	<p>Anniversary increments as indicated on the Teacher/Counselor Salary Schedule, Appendix A, shall be granted in accordance with the following provisions:</p> <p>(a) To step 15 upon Completion of 14 years of service in the District.</p> <p>(b) To step 20 upon Completion of 19 years of service in the District.</p>										
8.11	The hourly rate of compensation shall be .001 times the salary base at Group II, Step 1 of the current Teacher/Counselor salary schedule.										
8.12	Unit members assigned to teach summer school shall be paid at the hourly rate.										
8.13	Unit members assigned to use their personal automobile on District business shall be reimbursed at the monthly allowance of \$45 or at 21 cents per mile.										
8.14	<p>In an effort to encourage attendance of unit members, the following incentive scale shall be used:</p> <table data-bbox="552 997 1104 1281" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Days Missed</u></th> <th style="text-align: center;"><u>Incentive Pay</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">\$250.00</td> </tr> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">200.00</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">100.00</td> </tr> <tr> <td style="text-align: center;">3 or more</td> <td style="text-align: center;">-0-</td> </tr> </tbody> </table> <p>Note: This breakdown will include all of the school year. The only days excluded will be those designated as school business.</p>	<u>Days Missed</u>	<u>Incentive Pay</u>	0	\$250.00	1	200.00	2	100.00	3 or more	-0-
<u>Days Missed</u>	<u>Incentive Pay</u>										
0	\$250.00										
1	200.00										
2	100.00										
3 or more	-0-										
8.15	<p><b><u>Salary Schedule Emergency Credential Teacher</u></b></p> <p>Individuals employed teaching pursuant to an emergency credential shall be limited to initial and continuing placement on Group 1 until they have obtained regular credentials.</p>										

**ARTICLE IX**

**HEALTH AND WELFARE BENEFITS**

9.1	Employees may choose coverage for themselves and their eligible dependents and/or domestic partners for whom a Declaration of Domestic Partnership is currently on file in the office of the Secretary of State for the State of California. A choice shall be made from any of the approved plans offered during the open enrollment period.		
9.2	Beginning January 1, 2020 the District's tenthly contribution for medical insurance for a full time employee shall be set at a maximum of 1 Party -\$ 731, 2-Party -\$1,256, and 3+ Party - \$1,571. In the event a unit member is not full-time, the allocation will be prorated.		
9.3	The District will provide the full cost of the lowest cost dental and vision plan for individual employees above the medical cap in 9.2. If an individual employee selects a higher cost insurance plan, the additional cost will be borne by the employee through payroll deduction.		
9.4	If the monthly premium of the health, dental and vision benefit plans selected by the employee exceeds the monthly allocated contribution, the Payroll Department shall deduct the balance through payroll deduction.		
9.4.1	The monthly contribution rates shall be established annually. Members will be provided with premium costs thirty (30) days after the premiums have been confirmed by the insurance carrier for the upcoming enrollment period.		
9.4.2	The employee out-of-pocket cost is the difference between the total cost of all premiums for the plans selected by the employees less the District contribution set in section 9.2 and 9.3 above.		
9.5	<p>The district will provide life insurance in the amount of \$10,000 for all members covered by this Agreement. The premium for the 2018-2019 school year will cost Lynwood USD as follows:</p> <table style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">MET Life Insurance</td><td style="text-align: center;">\$4.15</td></tr></table> <p>This includes \$5,000 spouse coverage and \$2,500 in child life coverage. The PARTIES will investigate the ability for members to increase, at the member's expense, the amount of coverage.</p>	MET Life Insurance	\$4.15
MET Life Insurance	\$4.15		
9.6	<p>Unit members who work a complete school year shall have health and welfare benefits effective through September 30. Unit members who are employed subsequent to the first day of the school year shall have their health and welfare benefits effective at the beginning of the payroll immediately following their employment.</p> <p>Unit members who terminate their employment prior to the close of the school year shall be provided coverage up to and including the last day of the pay period in which the termination occurred.</p>		

	Unit members shall continue to be covered under the health and welfare program through September 30th during the year in which the contract expires.
9.7	The District shall pay the highest HMO individual single rate for health insurance for retirees. Retirees eligible for retiree health benefits may choose from amongst the health plans offered to unit members. Retirees may pay the difference to enroll their dependence in two-party or family plans. The retiree must be receiving benefits from STRS and be fifty-five (55) years of age or older and have been employed by Lynwood Unified School District for a minimum of ten (10) years. Retirees will be covered for a period not to exceed five (5) years beginning October 1st following the date of retirement. All Medicare qualified employees shall enroll into the Medicare program at the age of sixty-five (65). When an employee turns (65) and has less than five (5) years of District paid retiree insurance, the District will cover a Medicare supplemental plan up to \$200 monthly for the balance of five years.
9.8	<b>COBRA:</b> Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) and comparable State law, eligible employees or dependents may have continuation of coverage for a given period of their own expense under the District's health, dental and vision care plans in the event of termination of employment. The district will follow all pertinent and applicable laws.
9.8.1	The monthly premium for continued coverage shall be determined at the time of eligibility and shall be subject to change; however, the premium change of employees will not exceed 102 percent of the premium paid by the District for active employees and/or dependence in a comparable status. The continuation coverage shall be the same as a coverage available to continuing employees, regardless of the employee's health at the time.
9.9	It shall be the responsibility of the employee or the dependent to notify the Health Insurance Section of a divorce, legal separation, or loss of eligibility of a dependent child at the time of such event. At the time of eligibility for continuation coverage, and upon such notification and selections form shall be provided by the District.
9.10	COBRA shall be administered pursuant to a federal law, and all decisions and rules with respect to eligibility, premium costs, qualification for benefits, and level of benefits shall be in accordance with published federal government guidelines. Accordingly, it is expressly understood that all such matters, as well as other questions or issues relating to COBRA, are excluded from the grievance and arbitration procedures.
9.11	The District will adopt and implement the model Board Policy regarding Catastrophic Sick Leave Program provided by the California School Boards Association, which shall apply to LTA unit members, in a manner that is comparable to the currently offered to the District's classified employees.

**ARTICLE X**

**HOURS OF EMPLOYMENT & WORKING CONDITIONS**

10.1	Unless specified otherwise, the length of the workday for all full-time unit members shall be seven (7) hours for unit members assigned to a traditional (185-days) year inclusive of a thirty (30) minute, duty-free lunch period. The lunch period shall not include passing or line-up time. The schedule for the workday shall be set by the principal/immediate supervisor.
10.1.1	The workday for counselors who work in schools that are on a traditional (185-days) school calendar year shall be seven hours per day inclusive of a 30-minute duty free lunch period. The schedule for the workday shall be set by the principal/immediate supervisor.
10.1.2	The work year of counselors shall consist of 185 days per year. Additional days of service shall consist of up to five (5) days at the conclusion of the school year in the month of June and the use of up to an additional five (5) days during the month of August prior to the start of the school year. The use and allocation of such days shall be at the discretion and designation of the District.
10.1.3	<p>The length of the workday for speech/language pathologists shall be eight (8) hours per day, inclusive of a thirty (30) minute duty free lunch. The schedule for the workday shall be set by the Director of Special Education or Designee.</p> <p>The work year for speech/language pathologists shall be 208 days per year. At their option, speech/language pathologists may select instead to work either a traditional 185 days per year or 198 days per year, with all additional days worked during the extended school year. Such selection shall be made prior to July 1st for the prospective academic year.</p>
10.1.4	<p>The 208-day speech/language pathologists work year shall consist of:</p> <ul style="list-style-type: none"><li>○ 185 days during the traditional year;</li><li>○ A minimum of thirteen (13) days during extended school year; and</li><li>○ Ten (10) unassigned days scheduled as follows:<ul style="list-style-type: none"><li>○ Up to five (5) days during the month of August;</li><li>○ Up to five (5) days during Winter Break; and</li><li>○ Up to five (5) days during Spring Break.</li></ul></li></ul> <p>By June 30<sup>th</sup> of each year, speech/language pathologists shall submit to the Director of Special Education or Designee a work year calendar, including all proposed extended school year and unassigned work days, totaling 208 work days, Calendars shall be subject to approval by the Director of Special Education or Designee. Speech/language pathologists shall have the ability to modify the work year calendar, in consultation with the Director of Special Education or Designee, up to October 1<sup>st</sup> of each year.</p>

10.1.5	<p>The length of the workday for school psychologists shall be eight (8) hours per day, inclusive of thirty (30) minute duty free lunch. The schedule for the workday shall be set by the Director of Special Education or Designee.</p> <p>The work year for school psychologists shall be 208 days per year. At their option school psychologists may select instead to work a traditional 185 days per year or 198 days per year, with all additional days worked during the extended school year. Such selection shall be made prior to July 1<sup>st</sup> for the prospective academic year.</p>
10.1.6	<p>The 208-day school psychologists work year shall consist of:</p> <ul style="list-style-type: none"> <li>○ 185 days during the traditional year;</li> <li>○ a minimum of thirteen (13) days during extended school year; and</li> <li>○ ten (10) unassigned days scheduled as follows: <ul style="list-style-type: none"> <li>○ Up to five (5) days during the month of August;</li> <li>○ Up to five (5) days during Winter Break; and</li> <li>○ Up to five (5) days during Spring Break.</li> </ul> </li> </ul> <p>By June 30th of each year, school psychologists shall submit to the Director of Special Education or Designee a work year calendar, including all proposed extended school year and unassigned work days, totaling 208 work days, Calendars shall be subject to approval by the Director of Special Education or Designee. School psychologists shall have the ability to modify the work year calendar, in consultation with the Director of Special Education or Designee, up to October 1st of each year.</p>
10.1.7	<p>The length of the workweek for full-time adult school teachers shall be at least twenty-seven (27) hours per week. The work day for full-time adult school teachers shall be inclusive of a thirty (30) minute duty free lunch. The schedule for the workday shall be set by the principal/immediate supervisor. The work year for full- time adult school teachers shall consist of 185 days per year.</p>
10.1.8	<p>A Early Childhood Education Teachers assigned to the Full day program shall be 185 work days, with 3 days of professional development as determined by the District, at 8 hours per day, inclusive of thirty (30) minute duty free lunch. The work year and workday for Early Childhood Education Teachers assigned to the Part Day Program shall be 185 workdays with ten (10) non-student days as follows: seven (7) days for purposes of processing student paperwork and classroom maintenance/planning and three (3) days of professional development as determined by the District. Additionally, depending on scheduling and substitute availability, two (2) days per month shall be provided to Early Childhood Education Teachers assigned to the Part Day program for support and processing of DRDP assessments. The workday for Early Childhood Education Teachers assigned to the Part Day program shall be 8 hours per day, inclusive of a thirty (30) minute duty free lunch.</p> <p>The schedule for the year and workday shall be set by the Director of Early Childhood Education, in collaboration with Early Childhood Education Teachers.</p>
10.1.9	<p>Unit members will be scheduled for duty free lunch after 11:00 a.m.</p>

10.1.10	<p>The work year shall be outlined in the school calendar and consist of:</p> <ul style="list-style-type: none"> <li>a. The first two (2) non-instructional days of the traditional work year will be structured as follows: 1) Up to one (1) day will be coordinated by the Principal to address operation/professional development needs; Day two (2) will be utilized for teacher planning/preparation. Day one (1) and day (2), referenced above, may be divided into half-days e.g. Day one (1) morning Principal coordinated and afternoon for teacher planning/preparation. The Superintendent reserves the option in rare circumstances to use 1.5 days of the two (2) days to address critical State mandates, significant operational, or instructional needs in a timely manner. In the event the superintendent exercises this option, the remaining half-day and the first early release Wednesday will be utilized for teacher planning/preparation.</li> <li>b. Three (3) days will be added to the work year of Teachers, Counselors, Speech language Pathologists, and Psychologists for the purpose of professional development under LCAP funding. Starting in 2019/20 the three (3) days will be incorporated during the year for Quarter 1, Quarter 2, and Quarter 3. Professional development activities are funded through supplemental/concentration grants in compliance with LCAP and/or school plans for student achievement. The District retains the authority to review and address LCAP compliance matters. The activities will be planned based on Site Leadership Team input regarding LCAP focused grade level/subject area planning/collaboration and the needs of the site.</li> </ul>
10.1.11	<p>Unit members may leave the work site during their lunch period provided the unit member notifies the principal or his/her designee of such absence.</p>
10.2	<p><b><u>Preparation and Planning Time</u></b></p>
10.2.1	<p>Elementary school unit members shall have forty-five (45) minutes during the workday for preparation and planning. It is understood the additional minutes will not interfere with instructional minutes.</p>
10.2.2	<p>Early Childhood Education Teachers shall have a minimum forty-five (45) minutes for preparation and planning including within their eight (8) hour workday.</p>
10.2.3	<p>The District will provide secondary school unit members with what is commonly known as a “traditional academic schedule” that includes five (5) assigned teacher periods per workday and one (1) unassigned period per workday for preparation and planning. Additionally, secondary school classroom teachers who travel from one school to another on a regular basis shall have a travel period included in their daily schedule as follows four (4) assigned teacher periods per workday, one (1) unassigned period per workday for preparation and planning, and (1) travel period for commuting between school assignments.</p>
10.2.4	<p>Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period and physical relief breaks as do other unit members.</p>

10.2.5	This section shall not apply to counselors, speech/language pathologists, or school psychologists.
10.3	<b><u>Adjunct Duties</u></b>
10.3.1	Unit members shall participate in other school and District professional activities and perform professional assignments beyond the regular workday as described in Section 10.1. This additional time shall not exceed eight (8) hours per month, excluding non-instructional days, and would include any faculty meetings, grade level meetings, curriculum meetings, and/or other adjunct duties.
10.3.2	With the exception of attendance at Back to School and/or Open House nights, Speech/Language Pathologists and School Psychologists shall not be required to attend parent/teacher conferences or participate in any other adjunct duties. Attendance for Speech/Language Pathologists and School Psychologists at Back to School and/or Open House nights shall only be required if requested by the site administrator where the Speech/Language Pathologist or School Psychologist is assigned. In the event that the Speech/Language Pathologist or School Psychologist includes more than one site and the unit member's attendance at Back to School/Open House is requested at multiple sites, attendance shall only be required at one site at the selection of the unit member. Nothing in this provision shall prohibit Speech/Language Pathologists from choosing to voluntarily participate in adjunct duties.
10.4	<b><u>Substitute Assignments</u></b>
10.4.1	If a 7-12 unit member is assigned to utilize all or part of his/her preparation period to substitute for an absent unit member, then that unit member shall be reimbursed at the hourly rate of pay per period.
10.4.2	If a K-6 unit member has students from an absent unit member's class assigned to his/her class for all or part of the day, then that unit member shall be reimbursed at one hour at the hourly rate of pay. The site administrator shall make a reasonable effort to equitably distribute the students of the absent unit member among five (5) other unit members.
10.4.3	If no substitute is available, the principal shall make a determination regarding the distribution of the students, but such distribution shall be on a rotational basis.
10.4.4	In the event a counselor, speech/language pathologist, or school psychologist requires a leave of absence exceeding ten (10) or more days, upon returning from leave, a meeting will be scheduled between the bargaining unit member and his/her administrator to discuss workload concerns and any support, including but not limited to additional time and compensation needed to make-up that work he/she missed while on leave.
10.5	Effective with the 2020-2021 school year, elementary school unit members shall receive one fifteen (15) minute physical relief break per day, scheduled during the unit member's grade level recess time. However, in times of staffing shortages where there are not enough non-teaching staff to provide safe supervision of students, teachers may be asked to provide grade level recess duty coverage on a rotating basis.

10.6	In each school there will be a typewritten alphabetical list of all bargaining unit members assigned to that school site. This list will be available at each school in a designated place accessible to unit members. Each unit member will initial next to his/her name in the "In" column by 8:00 a.m. each workday. If the unit member arrives after 8:00 a.m., he/she shall initial and indicate the time of arrival in the "In" column. Each list will reflect one week of attendance. Any unit member who leaves prior to the end of the workday will indicate the time of departure from the school site in the "Out" column along with his/her initials. The Sign-In sheet is attached to this Agreement as Appendix H.
10.7	On rainy days each unit member must be provided a relief break in the morning and another relief break in the afternoon, contingent upon the availability of coverage as determined by the principal.
10.8	Bargaining unit members in whose classes special education students are placed will be provided with in-service assistance upon written request within (30) calendar days. The specific assistance shall be by mutual agreement of the unit member and the administrator.
10.9	The District shall ensure that each unit member has a key to his/her classroom, workroom, restroom, and elevator key (if applicable) at the beginning of the school year. Furthermore, every teacher will be given adequate space to store necessary supplies, a private desk, and work area to prepare for their work. Grade level chairs, department chairs, school leads, and school safety members shall have gate keys.
10.10	Release Time for District Committee and Council Service: Unit members appointed to District approved committees or councils meetings during the workday shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of the appointment.
10.11	Lesson Plans: Members of the bargaining unit shall be responsible for developing weekly lesson plans. Lesson plans shall be posted in the member's classroom weekly and shall be current and available for viewing.
10.12	<b><u>Grading and Report Cards:</u></b>
10.12.1	Members of the bargaining unit have the right to assign grades to students. Such assignment of grades shall be based upon the work performed by individual students. At the beginning of each semester and/or school year, members of the bargaining unit shall provide students in each assigned class and/or parents of students in elementary and secondary grades with the grading criteria being utilized.
10.12.2	Members of the bargaining unit shall utilize the District's Student Information System Gradebook to maintain an accurate log of student's grades and assignments. Members of the bargaining unit shall utilize the on-line grading system implemented by the District. The gradebook and supporting documentation such as, student assessments or current work samples, shall be on file in the classroom and available for viewing at the conclusion of each grading period.

10.12.3	<p>The District Minimum Day at the end of the quarter shall be reserved to unit members for completing grades and reports. Following the early dismissal of students, no meetings or activities shall be scheduled for unit members for the remainder of the day. For quarters 1, 2, 3 grades shall be posted on the District's online grading system five (5) days after the District Minimum Day at the end of the quarter. For quarter 4, grades shall be posted on the District's online grading system by the end of the day of the last day of school.</p>
10.13	<p><b><u>Professional Development</u></b>  Unit members shall be expected to participate in programs of professional development and training organized by the District and/or School Administrator. Professional development programs shall cover a diverse area of specializations and needs relevant to all unit members.</p>
10.14	<p><b><u>Curriculum Development</u></b>  A Staff Curriculum Development Committee shall be formed which shall serve as a subcommittee of the District-wide Curriculum Committee. The committee shall present a recommended program for each school year to the District-wide Curriculum Committee based on student academic outcomes. The committee shall consist of a representative from each grade level and/or academic area. Such representatives shall be appointed by the Association. The committee shall be chaired by an administrator selected by the Superintendent.</p>
10.15	<p><b><u>Instructional Assistants</u></b>  Instructional assistants may be assigned where appropriate by the Superintendent or his/her designee. For reasonable cause, a unit member may request that an instructional assistant be reassigned.</p>
10.16	<p><b><u>Attendance at Educational Conferences, Trainings and Meetings</u></b>  Applications to attend conferences, trainings, or meetings, including anticipated costs for travel, meals, lodging, and time must be submitted to the Principal, approved by the Superintendent and ratified by the Board of Education. Actual expenses for educational conferences, trainings or meetings, including travel, meals, lodging, and time shall be granted subject to approval by the Board. No reimbursement, including substitute teachers, shall be granted unless prior approval is granted. The Superintendent shall be responsible to see that the expenses for such conferences are held to the lowest reasonable cost.</p>
10.17	<p>During parent/teacher conference weeks, dismissal of elementary students shall be on a minimum day in accordance with the District-wide calendar. The remaining portion of the workday shall be used by affected bargaining unit members to prepare for and conduct parent/teacher conferences.</p>

**ARTICLE XI**

**SPECIAL EDUCATION**

11.1	<b><u>Statement of Purpose</u></b> This article does not preclude unit members from coverage under all articles of this Agreement. This article supplements and does not supersede other articles of this Agreement.
11.2	<b><u>Class Size and Caseloads</u></b>
11.2.1	The District and the Association shall jointly monitor class sizes to ensure reasonable equity. Every effort shall be made to ensure reasonable equity of class size among unit members with comparable assignments as required by Education Code.
11.2.2	The District shall make every effort to equitably assign and distribute RSP students across the affected general education unit members and their classes to the extent that it does not conflict with the needs of the student and/or IEP.
11.2.3	The District and the Association shall jointly monitor special day class teachers (SDC), resource specialists (RSP) and speech/language pathologists caseloads to ensure reasonable equity within work assignments. Every reasonable effort shall be made to ensure reasonable equity of case load among unit members with comparable assignments.
11.2.4	The average class size for Special Day Class (“SDC”) sizes shall be within the following ranges: <b>a.</b> Kindergarten to 3 <sup>rd</sup> grade: Eight (8) to ten (10) students <b>b.</b> 4 <sup>th</sup> to 6 <sup>th</sup> grade: Twelve (12) to fourteen (14) students <b>c.</b> 7 <sup>th</sup> to 12 <sup>th</sup> grade: fourteen (14) to sixteen (16) students
11.2.5	No RSP teacher shall have a caseload which exceeds 28 pupils.
11.2.6	The District shall make every effort to keep the maximum caseload for speech/language pathologists working with school-aged population students within the recommended range of fifty-five (55) cases.
11.2.7	The District shall make every effort to keep the maximum caseload for speech/language pathologists working with preschool–age children (between the ages of three and five years) within the recommended range of forty (40) cases.
11.3	<b><u>Individualized Education Programs (IEPs):</u></b>

11.3.1	<p>All unit members whose duties involve and are affected by an IEP will be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising such program.</p> <p>All student placement and/or change of placement shall be done in accordance with 34.CFR 300.116. The Special Education Department must be notified of all change of placements prior to the IEP meeting to appropriately accommodate the student within a school. The District shall support the placement recommendation of the IEP team. Upon actual notice to the special education department and school site administrator that an Individual with Exceptional Needs will be assigned to the class of any unit member, an IEP will be provided to the unit member within three (3) days.</p>
11.3.2	<p>The District recognizes that some Individuals with Exceptional Needs may not meet or exceed the growth projected in the annual goals and objectives of the pupil's IEP. In such instances, a unit member's accountability will be limited to having implemented the services specified in the IEP. A unit member involved with an IEP may request a review of the IEP in accordance with Special Education Regulations.</p>
11.3.3	<p>Whenever possible, IEP meetings shall be held during the workday. Unit members shall make themselves available at any time during the workday that IEPs are scheduled. If additional time beyond the workday is necessary to complete an IEP meeting, the administrator or his/her designee in attendance at the IEP shall determine whether to schedule an additional IEP date to be held during the workday, or to continue the IEP meeting beyond the workday. Unit members shall be compensated at their hourly rate for such additional time beyond the workday.</p>
11.4	<p><b><u>Special Education Due Process Hearings</u></b></p> <p>When a unit member is required to participate in a Special Education due process hearing or other Special Education due process procedure during the workday, the District will allow the unit member to attend the hearing during the day without loss of compensation. Unit members shall be compensated at the hourly rate for any additional time required for attending a due process hearing beyond his/her contracted hours.</p>
11.5	<p><b><u>Staff Planning, Collaboration and Professional Development</u></b></p>
11.5.1	<p>At the end of each academic year in preparation for the following academic year, special day class teachers, resource specialists, speech/language pathologists, adapted PE specialists, and other special education service providers shall be surveyed by the Special Education Director regarding professional development interests and needs. The Special Education Director shall take feedback into consideration when planning professional developments for that academic year</p>
11.5.2	<p>The District shall provide appropriate training to unit members regarding the use of new instructional materials, assessment models, or technology when requiring unit members to use such tools.</p>

11.5.3	To better communicate with staff in articulating and planning for the upcoming school year, the Special Education Department will provide written information and conduct meetings for unit members to review and solicit feedback on the District's Special Education goals and objectives for the year.
11.5.4	Special day class teachers, resource specialists, speech/language pathologists, adapted PE teachers, and other special education service providers shall be exempt from at least three grade level/department meetings yearly, for the purpose of attending training held by the District's Special Education Department. These trainings will focus on compliance issues and specific job- alike issues, and the District shall provide such training whenever necessary and reasonable.
11.5.5	In addition to the above and at the discretion of the Principal, special day class teachers, resource specialists, speech/language pathologists, adapted PE teachers, and other special education service providers may be excused from all or part of subject-matter data reflection meetings to collaborate on issues specific to special education students.
11.6	<b><u>Inclusion</u></b>
11.6.1	Inclusion Planning Teams consisting of the special education teacher, general education teachers, school administrator, school psychologist, and any other support staff will be organized at each site with identified inclusion pupils.
11.6.2	The Special Education Site Team shall provide a unit member with a list of inclusion students that are placed in his/her classroom and additional information for the successful implementation of all relevant special education programs.
11.6.3	The determination of the size of classes with included pupils will take into consideration all student's needs, extraordinary demands on physical space, unit member contact, and/or unit member supervision. When inclusion is applicable, options to mitigate the impact on class size should be considered.
11.6.4	Any unit member who provides instruction to inclusion students shall receive notification within three (3) days of the placement of students.
11.6.5	If anyone (1) TK-6 elementary education classroom or secondary general education inclusion class in English, Math, Science, or Social Studies, includes more than 25% inclusion students, that classroom shall be assigned a special education aide to support the classroom.
11.7	<b><u>Resource Specialists (RSP)</u></b>
11.7.1	Resource Specialists shall not simultaneously be assigned to serve as a resource specialist and to teach regular classes.
11.7.2	An elementary school resource specialist (RSP) teacher will not be required to serve as a substitute in a regular classroom unless there is an emergency of a non- recurring nature.

11.7.3	Resource specialists who are itinerant may not be assigned to more than two (2) work sites.
11.7.4	Resource specialists shall receive preparation time equivalent to time received by regular classroom teachers at the same school site and level.
11.8	<b><u>Department/Grade Level Chair</u></b>
11.8.1	Special Education Department Chairs will serve as the link between school site special education programs and general education departments.
11.8.2	All rights, responsibilities, and stipends granted to other Department/Grade Level Chairs shall be granted to Special Education Department Chairs.
11.8.3	At an elementary school site setting, when three (3) or more special education teachers exist, regardless of their respective grade, this situation will require a Special Education Grade Level Chair.
11.8.4	At a secondary school site setting, when three (3) or more special education teachers exist, regardless of their respective grade, this situation will require a Special Education Grade Level Chair.
11.8.5	A special education representative shall be invited to all meetings of Department/Grade Level Chairs if there is no special education staff member serving as Department/Grade Level Chair.
11.9	<b><u>Assignment</u></b> The Special Education Department reserves the right to assign Special Education Teachers to meet the needs of students and District.
11.10	<b><u>Core Instructional Materials</u></b> The administrator at each site shall ensure that each Special Education teacher has the necessary core curriculum textbooks and materials. Any Special Education teacher who believes that he/she does not have the necessary core curriculum textbooks and materials should first address the issue with the principal. If this does not result in a satisfactory resolution of the problem, the unit member may also address the supervisor of the principal with the concern.
11.11	<b><u>Special Education Handbook Committee</u></b> To facilitate communication and compliance on Special Education issues, the District will establish a committee to discuss special education concerns, provide input to department policies and procedures, and review and update the Special Education Handbook accordingly. It shall include one (1) Director of Special Education Services or designee, one (1) elementary special education teacher, one (1) middle school special education teacher, (1) high school special education teacher, and two (2) additional educators from the special education department selected by the Association Executive Board and one (1) elementary special education teacher, one (1) middle school special education teacher, one (1) high school special education teacher, and two (2) additional educators from the special education department selected by the District.

11.12	<p><b><u>Special Education Handbook</u></b></p> <p>To ensure there is common and clear understanding of items which include, but are not limited to, procedures, compliance requirements, laws, job expectations, teachers support systems, IEP processes, teacher/paraprofessional relationships and trainings, differentiated curriculum, teaching strategies, sources and resources available to the special educator, an end-of-the-year checklist, and administrative responsibilities, the District will publish a Lynwood Unified School District Special Education Handbook and make it available via shared internal file server. Such Special Education Handbook shall be maintained and updated annually. The District agrees to fulfill its obligation to meet and negotiate matters in good faith as required under the Educational Employment Relations Acts.</p>
11.13	<p><b><u>Districtwide Special Education Committee</u></b></p> <p>A joint LTA/LUSD committee will be created to develop and evaluate program needs, identify action plans, and make recommendations for district-wide long-term goals in special education.</p>
11.14	<p><b><u>Special Education Extended School Year</u></b></p> <p>Special education extended school year is an extension of the academic year. Unit members assigned during the academic year to special education classes shall have priority to continue such assignments when extended beyond the regular academic year.</p>
11.15	<p><b><u>Speech/Language Pathologists Assignments:</u></b></p>
11.15.1	<p>Speech/Language Pathologists who are itinerant may not be assigned to more than three (3) work sites. Speech/Language Pathologists shall remain in their work sites assignments until such time:</p> <ol style="list-style-type: none"> <li>a. The speech language/pathologists requests a change of assignment;</li> <li>b. The speech language/pathologist's total caseload cannot support their current assignments; or</li> <li>c. The principal/immediate supervisor requests a change of assignment.</li> </ol>

**ARTICLE XII**

**TRANSFERS**

12.1	A transfer is defined as a change of schools or administrative divisions within the District. A voluntary transfer may be requested by the unit member. An involuntary transfer between schools or administrative divisions may be initiated by the District. Transfer does not include the concept of other assignments or reassignments at a particular school site.
12.2	A unit member's seniority is established by the initial date of service to the District. Those unit members hired whose first day of service to the District is the same, shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable and reasonable manner with the Association representatives present. Once a unit member's seniority has been established by lot, such seniority date shall remain with the unit member as long as that unit member is employed by the District.
12.3	<b><u>Posting of Vacancies</u></b>
12.3.1	A vacancy is defined as a position at a school location which the District has determined is to be filled by a probationary or permanent unit member rather than a substitute or temporary.
12.3.2	The District shall post vacancies on the District website and EdJoin. The vacancy shall contain a closing date which is at least five (5) workdays following the posting date for submission of request for transfers. Vacancies shall not be filled except on a temporary basis until after the closing date. During the summer recess, the District shall make a reasonable effort to notify unit members who have submitted a written request for transfer regarding vacancies. The unit member's request must be in writing and must include a summer recess mailing address email address, and current telephone number.
12.4	<b><u>Voluntary Transfer</u></b> - A unit member may request a transfer subject to the following conditions:
12.4.1	Submission to Human Resources of a written request for transfer.
12.4.2	Properly filed transfer request shall be submitted by March 1 of each year.
12.4.3	A unit member's request for transfer shall bear the signature of that unit member's present site administrator. Such signature is an acknowledgment only that the site administrator has been informed of the unit member's desire for transfer consideration. Such signature does not necessarily imply approval or disapproval of the site administrator, nor may acknowledgment be withheld by the site administrator.
12.4.4	The request for transfer is without prejudice to the unit member and shall not jeopardize the unit member's present assignment.

12.4.5	A request for transfer may be withdrawn by the unit member in writing to Human Resources at any time prior to official notification of transfer approval.
12.4.6	<p>The following factors shall be utilized to determine which unit member receives a voluntary transfer.</p> <ul style="list-style-type: none"> <li>a. Possession of an appropriate credential and major/minor for the opening.</li> <li>b. Requirements of the District's affirmative action program.</li> <li>c. The legitimate educationally related needs of the District.</li> <li>d. The performance of a unit member in the interview conducted for the assignment in which the unit member wishes to transfer. However, performance shall not be the determining factor.</li> <li>e. The most recent written evaluation is satisfactory or better.</li> <li>f. The unit member with the greatest District seniority shall receive the transfer provided the above factors are equal.</li> <li>g. Unit members voluntary transfer requests will be reviewed and processed only during the first thirty (30) days of each semester. Any other transfer requests which arise at any other time shall be processed at the discretion of the District.</li> </ul>
12.4.7	The unit member who is denied a transfer may request a meeting with Human Resources to discuss the denial within five (5) days of receiving the notice of denial. Within five (5) days following this meeting, the unit member, upon request will be provided with a written rationale for the denial.
12.4.8	A unit member's seniority for voluntary transfer is established by the initial date of service to the District. Those unit members hired, whose first day of service to the District is the same, shall have their seniority established by lot. The District shall conduct the lottery in a fair, equitable and reasonable manner with Association representatives present. Once a unit member's seniority has been established by lot, such seniority date shall remain with the unit member as long as that unit member is employed by the District.
12.5	<p><b><u>Involuntary Transfer</u></b> - Unit members may be involuntarily transferred for the following reasons:</p> <p><b><u>District Needs</u></b></p>
12.5.1	Declining enrollment.
12.5.2	Fluctuations in pupil enrollment. An overstaffed or surplus situation may be deemed to exist when the number of the unit members present in a given school, after the beginning of the school year, exceeds the ratios established by Article XIV, Class Size.
12.5.3	Certification authorization. A unit member may be transferred if it is determined that his/her assignment is in violation of credential authorization.
12.5.4	Volunteers will be sought prior to utilizing involuntary transfers for 12.5.1 and 12.5.2.

12.5.5	<p>The determination of which unit member shall be involuntarily transferred for the above reasons shall be based upon the following factors:</p> <ol style="list-style-type: none"> <li>a. Possession of the appropriate credential.</li> <li>b. Major/minor field of study.</li> <li>c. The legitimate educationally related needs of the District</li> <li>d. Requirements of the District's Affirmative Action Program.</li> <li>e. The unit member with the lowest seniority in the school shall be transferred provided the above factors are equal.</li> </ol>
12.5.6	<p><b><u>Principal/Immediate Supervisor Request</u></b></p> <p>Performance renewal. A unit member may be involuntarily transferred no more than once every three (3) years in order to improve his/her performance, if the deficiencies in performance have been reflected in the most recent official written evaluation of the unit member.</p>
12.5.7	<p>Irreconcilable conflict between a principal/immediate supervisor and unit members.</p>
12.5.8	<p>A principal/immediate supervisor who feels that an irreconcilable conflict exists or there is a need for performance renewal may request the involuntary transfer of that unit member to another site.</p> <ol style="list-style-type: none"> <li>a. The principal/immediate supervisor will submit the request to the superintendent in writing and provide the unit member with a copy no later than April 1.</li> <li>b. The request will state the reasons for the possible irreconcilable difference or the need for performance renewal.</li> <li>c. The request will state that the unit member has the right to submit a written response within five (5) workdays after receiving a copy of the request. Failure to submit a response in five (5) workdays waives the unit member's right to submit a response.</li> <li>d. The Superintendent's designee shall investigate the situation and make a written recommendation to the Superintendent with copies to the principal/immediate supervisor and the unit member.</li> </ol>
12.6	<p>If the Superintendent decides an involuntary transfer is deemed necessary, the unit member shall be notified in writing by the Superintendent. This notice shall also state that the unit member has five (5) workdays to request a meeting with the Superintendent/designee. Failure to request a meeting in five (5) workdays waives the unit member's right to a meeting.</p>
12.6.1	<p>If requested, the Superintendent's designee will meet within ten (10) workdays with the unit member and the principal/immediate supervisor to discuss and consider alternatives to the proposed transfer.</p>

12.6.2	If the involuntary transfer is still deemed necessary then the unit member will be notified in writing and the notification shall also state that the unit member has five (5) workdays to request written reasons for the transfer. Failure to request written reasons within five (5) workdays waives the unit member's right to written reasons. If so requested, the Superintendent/designee shall provide the unit member with the written rationale for the transfer within five (5) workdays of the request.
12.7	Unit members being involuntarily transferred shall normally be placed in teaching or other appropriate bargaining unit positions.
12.8	Unit members shall be notified in writing by June 1 of their tentative assignment and work location for the coming school year (subject to 12.8).
12.9	If the tentative assignments or work locations are changed during the summer, the unit member shall be notified by mail addressed to the unit member's current mailing address on file with the District.
12.10	If a unit member is transferred after the school year begins to a different site, then the unit member shall be allowed three (3) days of moving time. If a unit member is reassigned within the same school site, then the unit member shall be allowed one (1) day of moving time.
12.11	The District shall provide a unit member being transferred with reasonable assistance for moving of materials to the new assignment.

**ARTICLE XIII**

**UNIT MEMBER EVALUATION**

13.1	The purpose of the evaluation program is to first improve the quality of instruction, promote professional growth, and improve services to students so that the student performance may be improved.
13.2	All unit members shall be evaluated under the provisions of the Stull Act. The District shall provide the necessary training for those administrators engaged in the process of evaluation to assure a level of competence by the evaluators. Administrators who have completed the necessary train shall participate in the evaluation process.
13.3	<u>Evaluation Procedure</u>
13.3.1	<ul style="list-style-type: none"><li>a. Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be evaluated every other school year.</li><li>b. By mutual agreement between the evaluator and the unit member being evaluated, a permanent (tenured) unit member with at least ten (10) years with the District may be evaluated every five (5) school years provided he/ she is highly qualified (as defined in 20 U.S. C Sec 7801) and his/her previous evaluation met or exceeded standards. The evaluator or evaluate may withdraw consent at any time.</li><li>c. If a unit member is not evaluated during the scheduled year, such evaluation shall take place in the following school year.</li></ul>
13.3.2	<p>Unit members to be evaluated during a particular school year shall be informed of the identity of the evaluator and furnished a copy of the evaluation procedures, relevant forms, and advised of the criteria upon which the evaluation is based no later than thirty (30) work days following the beginning of the unit member's school year in which the evaluation is to take place. Evaluation criteria shall be relevant to the work performed. The LUSD Evaluation Form, LUSD Evaluation Criteria, and LUSD Evaluation Rubric are included in Appendix J-1, J-2 and J-3 of this Agreement.</p> <ul style="list-style-type: none"><li>1. Teachers</li><li>2. Teacher Specialist (Program Specialist, Instructional Leads and Coaches);</li><li>3. Early Childhood Education Teachers;</li><li>4. Counselors</li><li>5. Speech/ Language Pathologists;</li><li>6. School Psychologists</li></ul>
13.3.3	The evaluator shall meet with the unit member to be evaluated on or before forty-five (45) working days following the beginning of the unit member's school year in which the evaluation is to take place to review the evaluation procedures pursuant to statutory requirements and this Agreement. In this meeting, the evaluator shall inform the evaluatee of the final evaluation conference date

13.3.4	Unit member evaluation shall include at least one (1) and no more than two (2) formal observations in accordance with the Evaluation Form (Appendix J-1, J-2 and J-3 ). Prior to visitation for the formal observation, the evaluator and the evaluatee shall meet and establish the date and time for the formal observation. If the evaluator and the evaluatee are unable to agree on a formal observation date, the evaluator shall establish the date and notify the evaluatee. Where a formal observation(s) must be rescheduled, the evaluatee shall be notified at least two working days prior to the rescheduled observation(s). Within ten work days of completion of the formal observation (s), the evaluator and evaluatee shall meet to discuss the formal observation (s). This procedure shall not limit management rights to informal observations of a unit employee.
13.3.5	In the case of teacher evaluations, one week prior to the formal observation, the evaluatee shall provide to the evaluator a copy of their lesson plan for the established date and time of the formal observation. Such lesson plans need not be provided in any specific format.
13.3.6	The evaluation process will take into consideration the following:  a. Classroom observations and visitations shall be in accordance with the District's evaluation form used.
13.3.7	In the case of unsatisfactory evaluation(s), the evaluatee shall be informed in writing on the Plan of Assistance for Improvement Form (Appendix J ) as to the reasons for the unsatisfactory evaluation, the specific recommendations for improvement, the standards expected of him/ her , corrective action which must be taken , and the assistance and resources available to implement such recommendations for improvement
13.3.8	A final evaluation conference between the unit member and the evaluator shall be held no later than thirty (30) days before the unit member's last scheduled workday on the school calendar for the school year in which the unit member's evaluation takes place. (Ed. Code 44663). During the conference, the unit member shall be provided a written copy of his/her final evaluation. In the event the unit member disputes the content of the final evaluation which shall be attached and incorporated into the final evaluation.
13.3.9	Unit members shall not participate in the evaluation(s) and /or observations of other unit members.

**PEER ASSISTANCE AND REVIEW PROGRAM**  
**Mentor Program – Volunteer Program**

13.4	<p><b><u>Peer Assistance and Review Program</u></b></p> <p>a. The Peer Assistance and Review Program for Teachers (PAR) shall be conducted in accordance with the Education Code and Sections 13.4 through 12.1.2, herein.</p> <p>b. Permanent teachers who have received unsatisfactory ratings in an evaluation conducted under this Article and Education Code §44644 are required to participate in the PAR Program.</p> <p>c. Temporary and probationary teachers not covered under the Beginning Teachers Support and Assessment Program, and experienced teachers in need of individualized assistance may volunteer to participate in the PAR Program.</p> <p>d. Permanent Program Specialists, Instructional Leads and Coaches, Early Childhood Education Teachers, Counselors, Speech/Language Pathologists, or School Psychologists who have received unsatisfactory ratings in an evaluation conducted under this Article shall be referred to the PAR Panel for peer assistance in accordance with Section 13.11 of this Article.</p>
13.5	<p><b><u>The Peer Assistance and Review Panel (PAR Panel)</u></b></p>
13.5.1	<p>The PAR Panel shall be a five (5) member panel, the majority of which shall be teachers. Two (2) members shall be administrators selected by the District. Three (3) members shall be teachers selected by a process determined by the Association Executive Board.</p>
13.5.2	<p>A teacher members shall be eligible to serve on the PAR Panel provided he/she is currently in the classroom and has five (5) years classroom experience in the District within the past five (5) years. If no qualified teacher volunteers for appointment to the PAR Panel, a teacher volunteer currently in the classroom with at least three (3) years of recent classroom experience in the District shall be selected in accordance with section 13.5. above.</p>
13.5.3	<p>PAR Panel Terms</p> <p><b>a. Program Implementation: Effective July 1, 2018:</b></p> <ul style="list-style-type: none"> <li><b>i.</b> One teacher shall be selected for a one-year term</li> <li><b>ii.</b> One teacher shall be selected for a two-year term</li> <li><b>iii.</b> One teacher shall be selected for a three-year term.</li> </ul> <p><b>a.</b> Following program implementation, teacher members shall be selected for three-year terms by a process determined by the Association Executive Board.</p> <p><b>b.</b> Administrator members shall be selected for two-year terms by a process determined by the District.</p>

13.5.4	<p>The PAR Panel shall establish its own meeting schedule at mutually agreeable times and place, a quorum requires three members: two must be teachers and one must be an administrator.</p> <ul style="list-style-type: none"> <li><b>a.</b> Teachers who are members of the PAR Panel Shall be released from their regular duties to attend meetings scheduled during the regular work day.</li> <li><b>b.</b> Teachers members of the PAR Panel shall receive additional hourly pay not to exceed \$1,000 per school year for work required in administering the PAR Program beyond their regular work day, The PAR Panel chairperson shall request approval of the Board of Education for the extra hours. The PAR Panel chairperson shall verify hours served to the District Payroll Department.</li> </ul>
13.5.5	<p>The PAR Panel shall be responsible for the following:</p> <ul style="list-style-type: none"> <li><b>a.</b> Establishing its own rules of procedure and selecting a chairperson under these rules.</li> <li><b>b.</b> Adopting rules and regulations to accomplish the provisions of this article, which must be approved by the Association Executive Board and the Board of Education of designee. These rules and regulations shall be consistent with the provisions of the Agreement, District board policies and administrative regulations, and in the event of inconsistency, this Agreement shall prevail.</li> <li><b>c.</b> Providing annual training for PAR Panel members, which must be approved by the Association Executive Board and the Board of Education designee.</li> <li><b>d.</b> Establishing an application procedure for Consulting Teachers.</li> <li><b>e.</b> Organizing and participating in interviewing applicants for Consulting Teacher positions.</li> <li><b>f.</b> Nominating Consulting Teachers to the Board of Education for approval.</li> <li><b>g.</b> Forming a list of approved Consulting Teachers and notifying each approved Consulting Teacher.</li> <li><b>h.</b> Providing training for the consulting Teachers, which must be approved by the Association Executive Board and the Board of Education designee.</li> <li><b>i.</b> Establishing a process for accepting permanent teachers as voluntary participants in the PAR Program.</li> <li><b>j.</b> Receiving and approving requests from the District for assistance in supporting the beginning teachers not covered under the Beginning Teachers Support and Assessment Program.</li> <li><b>k.</b> Providing final approval of assignments of Consulting Teacher to Participating Teachers.</li> <li><b>l.</b> Reviewing each final status report prepared by each Consultant Teacher and reporting to the Board of Education as required by law.</li> <li><b>m.</b> Placing a copy of the final status report for each Refereed Participating Teacher in that Teacher's personnel file.</li> <li><b>n.</b> Conducting an annual review of each Consulting Teachers performance and recommending to the Board of Education that Consulting Teachers not performing effectively be terminated.</li> <li><b>o.</b> Conducting an annual evaluation of the impact of the PAR Program in order to improve the Program. Copies shall be sent to the Board of education and the Association.</li> <li><b>p.</b> Scheduling PAR Panel member to randomly check Consulting Teacher activities and reporting to the panel.</li> <li><b>q.</b> Coordinating peer assistance for Permanent Program Specialists, Instructional</li> </ul>

	Leads and Coaches, Early Childhood Education Teachers, Counselors, Speech /Language Pathologists, or School Psychologists who have received unsatisfactory ratings in an evaluation in accordance with Section 13.11 of this Article.
13.6	<b><u>Consulting Teachers</u></b>
13.6.1	A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program.
13.6.2	Qualifications shall be set forth in the PAR Panel rules and regulations, provided the following shall constitute minimum qualifications. <ul style="list-style-type: none"> <li>a. Credentialed elementary and secondary teacher with permanent status.</li> <li>b. Five (5) or more years classroom experience in the District in the past five (5) years.</li> <li>c. Currently a classroom teacher.</li> </ul>
13.6.3	If no qualified teacher volunteers for appointment as a Consulting Teachers, the PAR Panel shall request from Principals a list of recommended teachers qualified to serve as a Consulting Teacher. The PAR Panel may appoint a teacher volunteer currently in the classroom with at least three (3) years classroom experience in the District during the past three (3) years in the District from the list of potential candidates provided by the Principals.
13.6.4	Applicants must submit the PAR Panel form to the PAR Panel. The following references must be included. <ul style="list-style-type: none"> <li>a. Reference from the Site Administrator.</li> <li>b. Reference from another classroom teachers with a minimum of five (5) years classroom experience in the District</li> </ul>
13.6.5	All applications and references shall be treated with confidentiality.
13.6.6	Consulting Teachers shall be selected by a majority vote of at least three members of the PAR Panel: two must be teachers and one must be an administrator. <ul style="list-style-type: none"> <li>a. The Panel shall conduct a classroom observation of each applicant. At least two (2) Panel members one administrator and one teacher, must observe the applicant in the classroom. Observations may be conducted by individual members, small groups, or the whole Panel.</li> </ul>
13.6.7	The term of a Consulting Teacher shall be two years. At the conclusion of two years, the Consulting Teacher may apply for an additional term of two years using a simplified application developed by a majority vote of at least three members of the PAR Panel: two must be teachers and one must be an administrator. Four years is the maximum permitted to serve as a Consulting Teacher. Consulting Teachers completing a four-year term shall not be re-elected until after a minimum of three years.

13.6.8	The Consulting Teacher shall receive hourly pay for all work beyond the regular workday and per diem pay for full days worked beyond the regular year not to exceed a combined total of \$3,000 annually for each assigned Referred Participating Teacher and \$1,500 annually for each assigned Volunteer Participating Teacher.
13.6.9	<p>The Consulting Teacher's assistance may include, but shall not be limited to, the following activities:</p> <ul style="list-style-type: none"> <li>a. Consulting with the Participating Teacher.</li> <li>b. Observing the Participating Teachers during classroom instruction.</li> <li>c. Demonstrating good practices to the Participating Teacher.</li> <li>d. Arranging for the Participating Teacher to observe the Consulting Teacher or other selected teachers.</li> <li>e. Arranging for the Participating Teacher to receive training in teaching techniques or in designated subject matter areas. The PAR Panel shall provide training for the Consulting Teacher in accordance with Section 13.5.4 above.</li> <li>f. Maintaining appropriate records of the Participating Teacher's activities and progress.</li> <li>g. Discussing activities and progress with the Participating Teacher.</li> </ul>
13.7	The Consulting Teacher shall submit status reports to the PAR Panel, with copies to the Participating Teachers and the Stull evaluator. This shall be primarily a journal describing the assistance provided and the progress of the Participating Teacher.
13.7.1	<p>The Consulting Teacher shall submit a final status report to the PAR Panel, with copies to the Participating Teacher and the Stull evaluator.</p> <ul style="list-style-type: none"> <li>a. This report shall be a review of the monthly reports with the emphasis upon describing the progress of the Participating Teacher. The report shall include a statement whether the Referred Participating Teacher has satisfactorily achieved the objectives of the improvement plan.</li> <li>b. This report must be submitted by March 5 so the evaluator may examine it prior to making the final evaluation of the Participating Teacher.</li> </ul>
13.8	<b><u>Referred Participating Teacher</u></b>
13.8.1	<p>Referred Participating Teacher is a permanent certificated teacher who has received an unsatisfactory rating in the final evaluation under Article XIII of this Agreement and must participate in the PAR Program.</p> <ul style="list-style-type: none"> <li>a. The Stull evaluator's recommendation for the improvement of the Referred Participating Teacher's performance in the unsatisfactory evaluation shall be the performance goals for the Referred Participating Teacher. These goals shall be in writing, clearly stated, aligned with pupil learning, and consistent with Ed. Code §44662 and this Article.</li> </ul>

	<p><b>b.</b> The Stull evaluator shall develop an improvement plan for assistance to meet those performance goals. This plan shall be in writing, clearly stated, aligned with pupil learning, and consistent with Ed. Code §44662 and this Article. The Consulting Teacher shall discuss parallel strategies and methodologies with the Stull evaluator's and the Participating Teacher that can be used to implement the Stull evaluator's improvement plan and assist the Referred Participating Teachers in meeting the Stull evaluator's performance goals.</p>
13.8.2	<p>The Stull evaluator must notify the PAR Panel in writing five (5) work days after issuing the final unsatisfactory evaluation of the Referred Participating Teacher. The PAR Panel shall immediately assign a Consulting Teacher.</p>
13.8.3	<p>Paragraphs a and b, above, shall be implemented within ten (10) work days after the final evaluation is provided to the Referred Participating Teacher and no later than twenty (20) work days before the end of the school year.</p>
13.9	<p><b><u>Volunteer Participating Teacher</u></b></p>
13.9.1	<p>A Volunteer Participating Teacher is a permanent certificated teacher, who last received a satisfactory rating in an evaluation under Article XIII of this agreement or is a temporary/ probationary teacher not covered under the Beginning Teacher Support and assessment Program and volunteers to participate in the PAR Program.</p> <p><b>a.</b> Volunteer Participating Teacher shall receive peer assistance only, and the Consulting Teacher shall not evaluate or document performance of the Volunteer Participating Teacher.</p> <p><b>b.</b> A Volunteer Participating Teacher may select his/her Consulting Teacher from a list of available Consulting Teachers provided by the PAR Panel. Any changes in the Consulting Teacher's initial assessment shall be approved by the PAR Panel. Volunteer Participating Teachers shall be given assistance only after the needs of the Referred Participating Teachers have been met.</p> <p><b>c.</b> The Volunteer Participating Teacher may terminate participation at any time by written notice to the PAR Panel with a copy to the site administrator.</p> <ol style="list-style-type: none"> <li><b>1.</b> The teacher's name shall not be given to the Board of Education.</li> <li><b>2.</b> No status report shall be forwarded to the Board of Education.</li> <li><b>3.</b> No status report shall be placed in the teacher's personnel file.</li> </ol>
13.9.2	<p>Participation in the PAR program by a probationary or temporary teacher shall not limit the District's rights under the law.</p>
13.10	<p><b><u>Consulting Teacher Workload</u></b></p>
13.10.1	<p>A Consulting Teacher may be assigned no more than two Referred Participating Teachers per school year or no more than four Volunteer Participating Teachers per school year or a combination of no more than one Referred Participating Teachers and two Volunteer Participating Teachers per school year.</p>

13.10.2	The minimum assistance required by the Consulting Teacher under section 13.6.9 above shall be established by the PAR Panel.
13.11	Peer Assistance for Permanent Program Specialist, Instructional Leads and Coaches, Early Childhood Education Teachers, Counselors, Speech/Language Pathologists, or School Psychologists who have received unsatisfactory rating in an evaluation:
13.11.1	Affected Permanent Instructional Leads and Coaches, Program Specialists, Early Childhood Education Teachers, Counselors, Speech/Language Pathologists, or School Psychologists shall receive peer assistance in the form of a Consulting Member from the relevant member classification.
13.11.2	The PAR Panel shall request from Permanent Program Specialists, Instructional Leads and Coaches, Early Childhood Education Teachers, Counselors, Speech/Language Pathologists, or School Psychologists volunteers to serve as Consulting Members. Such requests shall be made on an as needed basis to eligible volunteers.
13.11.3	<p>Eligible volunteers shall meet the following minimum qualification to serve as Consulting Members:</p> <ul style="list-style-type: none"> <li>a. Currently a Permanent Program Specialist, Instructional Leads and Coaches, Early Childhood Education Teachers, Counselors, Speech/Language Pathologists, or School Psychologists.</li> <li>b. Five (5) or more years of experience in the District in the past five (5) years.</li> <li>c. Received a MEETS DISTRICT EXPECTATIONS or better on most recent evaluation.</li> </ul>
13.11.4	Volunteers shall notify the PAR Panel chair of their interest in serving as a Consulting Member. Consulting Members shall be approved by a majority vote of at least three members of the PAR Panel: two must be teachers and one must be an administrator.
13.11.5	<p>The Consulting Member's assistance may include, but shall not be limited to the following activities:</p> <ul style="list-style-type: none"> <li>a. Consulting with the affected Permanent Program Specialist, Instructional Leads and Coaches, Early Childhood Education Teachers, Counselors, Speech/Language Pathologists, or School Psychologist regarding his/her recent evaluation and the evaluator's plan for improvement.</li> <li>b. Observing the affected Permanent Program Specialist, Instructional Lead and Coach, Early Childhood Education Teacher, Counselor, Speech/Language Pathologist, or School Psychologist in his/her work setting.</li> <li>c. Demonstrating good practices to the affected Permanent Program Specialist, Instructional Lead and Coach, Early Childhood Education Teacher, Counselor, Speech/Language Pathologist, or School Psychologist.</li> <li>d. Arranging for the affected Permanent Program Specialist, Instructional Lead and Coach, Early Childhood Education Teacher, Counselor, Speech/Language Pathologist, or School Psychologist observe the Consulting Member or other selected members.</li> </ul>

	<p>e. Arranging for the affected Permanent Program Specialist, Instructional Lead and Coach, Early Childhood Education Teacher, Counselor, Speech/Language Pathologist, or School Psychologist to receive training.</p> <p>f. Discussing activities and progress with the Participating Teacher.</p>
13.11.6	The Consulting Member shall not evaluate or document performance of the affected Permanent Program Specialist, Instructional Lead and Coach, Early Childhood Education Teachers, Counselor, Speech/Language Pathologist, or School Psychologist.
13.11.7	The Consulting Member shall receive hourly pay for all work beyond the regular workday and per diem pay for full days worked beyond the regular year not to exceed a combined total of \$1,500 annually for each assigned affected Permanent Instructional Lead and Coach, Program Specialist, Early Childhood Education Teacher, Counselor, Speech/Language Pathologist or School Psychologist.
13.12	<b><u>General Provisions</u></b>
13.12.1	The PAR Program shall expect and strongly encourage a cooperative relationship between the Consulting Teacher and the Principal /Evaluator.
13.12.2	Certificated employees who perform functions as Consulting Teachers, Support providers, or are members of the PAR Panel shall have the same protection from liability and access to appropriate defenses, afforded to other public school employees under the provisions of the California Government Code. Association members may also seek assistance and legal advice from resources made available to them by California Teachers Association relating to any claim, action or lawsuit brought against them as teachers in the District.
13.12.3	All PAR proceedings shall be confidential to the extent permitted by the law. Materials and assistance plans shall be treated as personnel records and shall be subject to the personnel record exemption under the California Public Records Act to the extent permitted by law. Therefore, PAR Panel members and Consulting Teachers may disclose such information only as necessary to administer this article.
13.12.4	Any unresolved issues or complaints by unit members arising under this article shall be referred to the PAR Panel for final resolution in lieu of the grievance procedure contained in this Agreement.
13.12.5	Consulting Teachers, Support Providers and teacher's members of the PAR Panel shall not be considered management or supervisory employees as defined in the Educational Employment Relations Act, and shall not engage in formal Stull Act evaluations of Participating Teachers, and shall continue to maintain rights held by bargaining unit members under this agreement.

**ARTICLE XIV**  
**CLASS SIZE**

14.1	<p>Because the pupil/teacher ratio is an important part of an effective educational program, the parties agree that class size should be lowered whenever possible under the constraints of financial resources and facilities. The schools should be staffed upon optimum standards, except in traditionally large group instruction, team teaching or experimental classes. Both parties recognize that optimum standards are 25 students per teacher.</p>
14.2	<p>Beginning with the 2020-2021 school year, the District agrees to staff the schools with instructional classroom teachers at the following student /teacher ratios:</p> <ul style="list-style-type: none"> <li>a. Grades TK-6: 30:1</li> <li>b. Grades 7-8: Teachers shall not have more than one-hundred sixty-five (165) student caseloads divided among his/her five (5) assigned classes. With the exceptions of band and athletics, no individual class shall exceed thirty-five (35) students.</li> <li>c. Grades 9-12: Teachers shall not have more than one-hundred seventy-five (175) students caseloads divided among his/her five (5) assigned classes. With the exception of band and athletics, no individual class shall exceed thirty-seven (37) students.</li> <li>d. Early Childhood Education (Full-Day Program): 26:1</li> <li>e. Early Childhood Education (Half-Day Program): 24:1</li> <li>f. Secondary Physical Education: 55:1</li> <li>g. Special Education: Class sizes will remain as specified under Article XI</li> </ul>
14.3	<p>While the District receives TK-3 Grade Span Adjustment funding under Ed Code 42238.02 (d) and Title 5 California Code regulations Section 15498 pertaining to TK-3 Grade Span Adjustment, the average of all TK-3 class sizes at each elementary site will be 24.</p>
14.4	<ul style="list-style-type: none"> <li>a. Beginning with the 2020-2021 school year, it is understood that individual classes/caseloads may out of necessity occasionally exceed the student/teacher ratios in 14.2. Whenever individual classes exceed the, student/teacher ratios in 14.2, the principal shall first discuss the problem with the affected teachers and explore alternative approaches to resolve the problem and meet the required ratios. If after twenty (20) days the problem remains unresolved and classes/caseloads remain above the student/teacher ratios stated in 14.2, any class/caseload that exceeds the student/teacher ratios in 14.2 shall compensate the teacher at \$100 per additional student per twenty (20) days until such time the matter is resolved. In the event the matter is resolved prior to completion of twenty (20) day period, compensation shall be prorated accordingly.</li> <li>b. If a teacher consents or requests to teach more than the contract maximum of students, the District shall not be obligated to reduce the enrollment for the teacher's class or compensate the teacher for the class/caseload excess in accordance with 14.4a above.</li> </ul>

14.5	Efforts shall be made to balance reasonably within each individual school class sizes for various grade levels, departments and subject area.
14.6	Excluded from the above staffing formula are the following: Management, counselors, librarians, nurses and other categorically funded resource teachers.

**ARTICLE XV**

**LEAVE PROVISIONS**

15.1	<b><u>Industrial Accident Leave</u></b>
15.1.1	Definitions: An industrial accident or illness must have arisen out of and in the course of the employment of the unit members and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Fund. An industrial injury is defined as an injury or disease which is the result of or arises out of the work or working conditions of the member of the unit.
15.1.2	<u>Eligibility Requirements:</u> Unit members shall be eligible to qualify for placement benefits prescribed in Section 44984 of the Education Code upon the first day of work in the District.
15.1.3	<u>Length of Leave:</u> Industrial accident or illness leave shall be for a period of not to exceed sixty (60) days. Allowable leave shall not be accumulative from year to year. Upon termination of industrial accident or illness leave the unit member shall be entitled to utilize sick leave benefits as provided for under Education Code Sections 44977, 44978 and 44983. Charges against sick leave and/or vacation benefits shall not begin until termination of the 60 days' leave provided for above. If the unit member is receiving temporary disability indemnity benefits (as provided for under Division 4.0 or 4.5 of the Labor Code), he/she may elect to use that proportion of his/her accumulated sick leave which, when added to the temporary disability payment, will result in not more than payment of his/her full salary.
15.1.4	<u>Start of Leave:</u> Industrial accident or illness leave will commence on the first day of absence.
15.1.5	<u>Extension of Leave From Fiscal Year to Fiscal Year:</u> When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
15.1.6	<u>Reduction of Leave Time:</u> Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
15.1.7	<u>Compensation:</u> During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of unit member's salary and shall conduct normal retirement and other authorized contributions.
15.1.8	<u>Fringe Benefits:</u> District premiums on health and welfare plans shall continue.
15.1.9	<u>Residence:</u> Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

15.1.10	<u>Request Procedure:</u> A request for an industrial accident leave shall be made in writing to the Human Resources.
15.1.11	<u>Filing:</u> Unit members must file accident reports no later than one (1) day after the date of the accident, if reasonably possible, unless good and sufficient reason exists for not so filing.
15.2	<b><u>Personal Illness and Injury Leave</u></b>
15.2.1	<u>Definition:</u> A personal illness and injury leave is granted to a unit member who is unable to work due to personal illness, injury or quarantine. A personal illness and injury leave shall be taken in one-day or half-day increments.
15.2.2	Unit members are entitled to yearly personal illness and injury leave at the rate of ten (10) days per full year of employment. Unit members who work less than full-time shall be entitled to personal illness and injury leave in the same ratio that their employment bears to full-time employment. Personal illness and injury leave which has not been earned and has been advanced to the unit member who does not complete the school year will be deducted from the unit member's final pay warrant.
15.2.3	<u>Accumulated Leave:</u> There shall be no limit to the number of days of unused leave that may accumulate. Any unit member who has unused leave of absence for illness in another California school district at the time of employment in the District shall be credited in the District with the number of unused days of leave for illness or accident purposes in the previous district in accordance with Education Code Section 44979.
15.2.4	The Board shall notify each unit member in the unit by October 15 of each school year of the number of accumulated unused personal illness and injury leave days credited to the unit member.
15.2.5	<u>Compensation:</u> Unit members on illness leave shall receive their regular salary. After all earned leave in Section 15.2.2 above is exhausted, additional non- accumulated leave shall be available for a period not to exceed 100 days for each school year as provided by law. The amount deducted for this non- accumulated leave purpose from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The 100-day period shall begin after all accumulated personal illness and injury leave has been exhausted.
15.2.6	<u>Request Procedure:</u> Request for personal illness and injury leave shall be made to Human Resources. The Assistant Superintendent, Human Resources shall be notified at least one (1) hour before the unit member is unable to be present.
15.2.7	The unit member shall notify his/her principal, the immediate supervisor, or designated person of his/her impending return to duty by not later than 2:00 p.m. on the day preceding his/her return. Failure to do so shall result in the unit member's being placed on personal illness and injury leave for one (1) additional day.

15.2.8	A unit member whose absence exceeds five (5) work days shall provide, upon request, a statement from a licensed physician or practitioner stating the reason for the absence. Additionally, it shall be the prerogative of the District to require verification of an absence of five (5) work days or less, if the District has reason to believe that the absence may not have been used for proper personal illness and injury leave purposes. The District may require an examination by its own physician, at its own expense, if it considers it necessary.
15.2.9	Unit members teaching summer school/intersession on days that they are not required to work to fulfill their contractual obligation shall earn one (1) day of personal illness and injury leave for each twenty (20) work days (ten (10) days earns ½ day of leave). If unused, this day(s) is to be added to the unit member's total accrued personal illness and injury leave. Personal illness or injury leave accrued during the regular school year by the unit member may be utilized for absences during summer school at the rate of one (1) day of leave for each summer school day of absence.
15.3	<u>Rights of Unit Members on Leave:</u> Unit members on a paid leave of absence shall receive salary, health and welfare coverage, and retirement credit in the same amounts as if they were not on leave. Unless otherwise stated in statute, unit members who go on an authorized unpaid leave of absence during any pay period shall receive their health and welfare benefits for two months. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advance payments of the premiums in a manner reasonably required by the District.
15.4	<b><u>Bereavement Leave</u></b>
15.4.1	<u>Definition:</u> Bereavement is a leave granted because of acute bereavement. Acute bereavement is the loss by death of a member of the immediate family of the unit member or his spouse, the immediate family to include mother, father, grandmother, grandfather of the unit member or spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, or sister of the unit member or the unit member's spouse or a relative living in the immediate household or anyone who has acted in loco parentis to the unit member.
15.4.2	<u>Length of Leave:</u> Unit members shall be entitled to three (3) paid days in case of bereavement, or five (5) paid days if travel of 350 miles or more is required. If the unit member requests, he/she shall be granted up to an additional six (6) days of leave in any one year for bereavement purposes which shall be charged to his/her accumulated personal illness and injury leave.
15.4.3	<u>Compensation:</u> The unit member will receive full pay and benefits while on leave.
15.4.4	<u>Request Procedure:</u> Request for bereavement leave shall be made to Human Resources by the unit member through his/her principal or immediate supervisor.

15.5	<b><u>Unpaid Leave</u></b>
15.5.1	<b><u>Definition:</u></b> An unpaid leave may be granted a unit member for personal reasons such as, but not limited to, matrimony, non-school connected conventions, personal business, child rearing, etc. Leave will not be granted to accept employment elsewhere, except in those cases where such employment might be considered to be beneficial to the unit member and the District.
15.5.2	<b><u>Length of Leave:</u></b> The Superintendent or his/her designee may grant a personal leave for three (3) days or less. The length of a personal leave of more than three (3) days shall be approved by the Board. However, a personal leave shall not be for more than a one-year period, with renewal for one additional year on a case-by case review by the Board of Education.
15.5.3	<b><u>Compensation:</u></b> No salary will be paid by the District for a unit member on personal leave.
15.5.4	<b><u>Health and Welfare Benefits:</u></b> When the unit member ceases work and is placed on personal leave, all personal illness and injury leave and other financial benefits shall continue for two months. The unit member may elect to contribute premiums beyond the period of contribution by the District.
15.5.5	<b><u>Request Procedure:</u></b> Request for a personal leave should be made in writing to Human Resources and approved by the Superintendent.
15.6	<b><u>Judicial Leave</u></b>
15.6.1	Unit members will be provided leave for regularly called jury duty and to appear as an official in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than five (5) days prior to the beginning date of the leave or as a witness. Judicial leaves insofar as possible shall be arranged so as to not interfere with the instructional program.
15.6.2	The unit member, while serving as a witness or on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service, excluding travel expense
15.7	<b><u>Sabbatical Leave</u></b>
15.7.1	<b><u>Definition:</u></b> A sabbatical leave is a leave granted to further the education of the unit member.
15.7.2	<b><u>Eligibility:</u></b> Any permanent, certificated unit member of the District who has rendered at least seven (7) consecutive years of service to the District, shall be eligible to apply for sabbatical leave for a period of one (1) year. A full year of service shall consist of seventy-five (75) percent of the school year, without absence for illness or other causes

15.7.3	<p><u>Purposes:</u> Leave of absence may be granted for the following purposes:</p> <ul style="list-style-type: none"> <li>a. Professional study. Applicants who apply for professional leave under this section shall agree to undertake a full load of at least sixteen (16) hours of undergraduate work, or, ten (10) hours of graduate work, or the equivalent thereof, per semester.</li> <li>b. Approved travel. Applicants for sabbatical leave under this provision shall submit a brief statement of the proposed itinerary. Said itinerary must be so planned as to evidence specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular educational field in which he/she is engaged.</li> <li>c. A combination of travel and study will be allowed.</li> </ul>
15.7.4	<p><u>Length of Leave:</u> Sabbatical leave of absence shall not be granted for less than one (1) full semester nor for more than two (2) full consecutive semesters.</p>
15.7.5	<p><u>Compensation:</u> While on sabbatical leave of absence, properly authorized by the Board of Education, unit members shall receive 50 percent of the teaching salary they would have received during the period of leave if they had continued in regular service during such period.</p> <ul style="list-style-type: none"> <li>a. Additional Compensation: Additional compensation is compensation for services of unit members during a period of sabbatical leave other than compensation granted by the District. Additional compensation received by the unit member in excess of the difference between the unit member's regular salary and salary while on leave may be deductible from the leave salary paid by the District. Additional assistance from such recognized sources of aid to study, research and travel as scholarship shall not constitute additional compensation.</li> <li>b. Term of Payment: The salary of the unit member during sabbatical leave may be paid in the same manner and at the same time that said unit member would normally be paid were he/she teaching in the District.</li> <li>c. Health and Welfare Benefits: District premiums on insurance policies shall continue.</li> </ul>
15.7.6	<p><u>Indemnity Bond:</u> The unit member must file with the Board of Education a suitable bond indemnifying the school district for any salary paid the unit member during the period of sabbatical leave in the event said unit member fails to return and to render two (2) full years of service in the District following the termination of the sabbatical leave, or in the event said unit member fails to carry out the program of study or the itinerary of the trip approved by Human Resources, the Superintendent of Schools and the Board of Education.</p> <p>Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall result in forfeiture of the bond and require payment of the amount received in one lump payment.</p> <p>Failure of a unit member to return and render service or to complete the scheduled program of study or travel shall not result in forfeiture of the bond when such failure is due to death, or certification by a physician that failure was due to physical or mental disability</p>

15.7.7	<p><u>Reinstatement:</u> At the expiration of leave of absence of employees, they shall, unless otherwise agreed, be reinstated in a position of similar rank held at the time of the granting of the leave of absence but not necessarily the same school. Under normal circumstances, efforts shall be made to reinstate the returnee to his/her prior assignment. Salary Status on Return: Unit members returning from sabbatical leave will progress on the salary schedule the same as if they had remained in active service.</p>
15.7.8	<p><u>Salary Status on Return:</u> Unit members returning from sabbatical leave will progress on the salary schedule the same as if they had remained in active service.</p>
15.7.9	<p><u>Retirement:</u> Sabbatical leave does not affect retirement status; therefore, the District will make the proper retirement deductions during this leave period.</p>
15.7.10	<p><u>Accident and Illness on Leave:</u> In case of injury or illness of the unit member during leave which prevents completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness, or death prevents the unit member from fulfilling the agreement to return to service in the District for at least two (2) years, no repayment of leave salary will be required.</p>
15.7.11	<p><u>Request Procedure:</u> Applicants for sabbatical leave shall file a request with Human Resources not later than January 15 for the fall semester and not later than June 15 for the spring semester, on the form provided.</p> <p>In case of members participating in the year-round school program, the request shall be filed at least six (6) months prior to the date leave would begin.</p> <ul style="list-style-type: none"> <li>a. The application must be accompanied by a certificate of health signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study of travel proposed.</li> <li>b. The application must be approved by the Human Resources and favorably recommended by the Superintendent of Schools to the Board of Education and approved by them.</li> </ul>
15.7.12	<p>The number of unit members on sabbatical leave during any one semester shall not exceed two percent of the unit members. In case more than two percent of the eligible unit members apply for sabbatical leave during any one semester, the granting of such leave shall be governed by the following criteria which are not necessarily listed in order of importance:</p> <ul style="list-style-type: none"> <li>a. Relative merits of reason for desiring leave</li> <li>b. Reasonable distribution of applicants' teaching levels</li> <li>c. Priority of application</li> <li>d. Whether leave has been taken previously</li> <li>e. Seniority</li> </ul>
15.8	<p><b><u>Pregnancy Disability Leave/Parental Leave</u></b></p>

15.8.1	<p>Pregnancy Disability Leave:  <u>Length of Leave:</u></p> <ul style="list-style-type: none"> <li>a. Pregnancy disability leave will be granted for that period of time in which the unit member is granted leave under Section 15.8.1 above and normally lasting until thirty (30) calendar days after the birth of the child, or cessation of the pregnancy, unless recommendations by a licensed physician indicate a longer period of leave is needed for the health of the mother. Also, the unit member may return sooner than the thirty (30) days if approved by the physician.</li> <li>b. <u>Compensation:</u> Pregnancy disability is considered a temporary disability. Therefore, benefits available under illness and injury leave may be applied to pregnancy disability.</li> <li>c. <u>Health and Welfare Benefits:</u> When the unit member ceases work and is placed on pregnancy disability leave, the district premium on insurance policies shall continue until the end of the pregnancy disability leave.</li> <li>d. <u>Rights to Continue:</u> A unit member granted pregnancy disability leave shall continue her seniority rights as of the time leave was granted and shall be permitted to return to the position she held at the time the leave was granted if she returns at the end of the pregnancy disability leave.</li> <li>e. <u>Request Procedure:</u> A written request shall be submitted to Human Resources by the unit member.</li> </ul>
15.8.2	<p><b><u>Parental Leave</u></b></p> <ul style="list-style-type: none"> <li>a. A bargaining unit member who has at least twelve (12) months of service with the District may take up to twelve (12) weeks of leave for the birth of a child of the employee or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. The leave will be paid from any accumulated personal and illness and injury leave of the bargaining unit employee.</li> <li>b. When a bargaining unit member has exhausted all current and accumulated sick leave and continues to be absent on account of child bonding/parental leave under the California Family Rights Act (CFRA: Government Code Section 12945.2), he/she shall be entitled to substitute differential pay or 50% of salary, whichever is greater, for any of the remaining twelve (12) workweek period. If the substitute differential salary is greater than the 50% salary, the amount deducted from the unit member's salary for substitute differential pay shall be the amount paid a substitute employee employed to fill the position or, if no substitute employee is employed, the amount which would have been paid to a substitute.</li> </ul>
15.9	<p><b><u>Personal Necessity Leave</u></b></p> <p>Seven (7) days of unit member's accumulated leave of absence for illness or injury (sick leave) allowed pursuant to Education Code Section 4498 may be used by the unit member at his/her election for personal necessity in each school year. Personal necessity leave shall be taken in one-day or half-day increments</p>
15.10	<p>Military Leave shall be granted in compliance with Education Code Section 44800.</p>

15.10.1	<u>Definition:</u> Any unit member who enters the active military service as defined in Education Code Section 44800 during any period of national emergency declared by the President of the United States shall be entitled to a leave of absence. Unit members on reserve duty who are called for short periods of training duty will be granted leave under provisions of the Government Code and the Military and Veterans Code.
15.10.2	<u>Length of Leave:</u> The leave shall continue until six (6) months after the unit member is released from active duty with the armed forces or until President declares the emergency no longer exists.
15.10.3	<u>Compensation:</u> Any unit member who enlists in, or who is called into the armed services shall receive his/her salary from the District for up to thirty (30) days after the leave commences each school year.
15.10.4	<u>Health and Welfare Benefits:</u> District insurance premiums will not continue beyond the 30-day period
15.10.5	<u>Return to Work:</u> Unit members returning to work after military leave must give the District notice three (3) months before the start of a new semester. They must return at the beginning of a semester.
15.10.6	<u>Request Procedure:</u> A written request for military leave shall be submitted to Human Resources and approved by the Superintendent.
15.11	Family Care and Medical Leave – employees may be granted family care and medical leave pursuant to Government Code section 12945.2 under the following terms and conditions:
15.11.1	An employee shall have been employed for a minimum of twelve (12) months and worked at least 1.250 hours during this period to be eligible for family care and medical leave.
15.11.2	Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of an employee or the employee’s child, spouse or parent.
15.11.3	A “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either of the following: <b>a.</b> Inpatient care in a hospital, hospice or residential health care facility; or <b>b.</b> Continuing treatment or continuing supervision of a health care provider
15.11.4	An employee who meets all the requirements of eligibility shall be entitled to twelve (12) work weeks of unpaid leave in any twelve (12) month period and twelve (12) work weeks of paid (at the same level paid for employees not on leave) health and welfare benefits. A twelve (12) month period commences on the first day of leave.
15.11.5	The above provisions are intended to, and shall comply with the provisions of Government Code section 12935.2 and regulations of the Fair Employment and Housing Commission covering family care and medical leave.

**ARTICLE XVI**  
**SAFETY & HEALTH**

16.1	Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
16.2	If a unit member has a serious or on-going concern that has not been addressed through regular maintenance and safety reporting structures (e.g., SchoolDude tickets) regarding a maintenance issue or the cleanliness of the working space, the classroom or the restroom provided, the teacher shall communicate in writing those concerns to the principal, assistant principal, or immediate supervisor.
16.3	The district shall, within five (5) work days, provide to the Association, and the concerned employee, an update to the plan of action to address items relating to 16.1 and 16.2 above.
16.4	The District shall comply with the provisions of the California Occupational Safety and Health Act (CAL-OSHA) as amended (California Labor Code Section 6300, et seq.) and regulations relating thereto (Title 8, California Administrative Code, Section 330, et seq.). In the event that a CAL-OSHA Compliance Inspection Engineer comes to the district as a result of the implementation of California Occupational Safety and Health Act, as amended, and/or regulations hereto, the Association shall receive written notification of the reason(s) for said inspection.
16.5	It is the responsibility of unit members to be alert in observing unsafe conditions, to make corrections within the scope of his/her authority, and to report in writing these conditions to his/her immediate supervisor. The supervisor receiving the written report shall make a request of the appropriate personnel to investigate. A written response or a copy of the work order request shall be provided to the unit members originating the report, the School Safety Committee and the District Safety Officer for investigation and response.
16.6	The Association shall be entitled to equal representation with other employee organizations on the District Safety and Health Committee.
16.7	The District shall review the District Safety Plan on a yearly basis with the District School Safety committee with varied stakeholders, including Association members. The committee will evaluate the Safety Plan and make any changes based on committee recommendations.
16.8	Each site shall develop an annual review of its School Safety Plan. Upon request by the bargaining unit member, plans shall be available for review. Select, non-confidential parts of the School Safety Plan as determined by the Director of Student Services shall be distributed to unit members. These plans are expected to cover contingency plans, including the responsibilities of the various employees, for a wide variety of safety risks, including but not limited to fire, earthquake, flood, civil disturbance, active shooter, and other emergency closings. These plans shall also include procedures for the release of students and employees from the site. When preparing these plans, each site shall take into consideration health and safety for persons with disabilities. Within the first three months of each school year the plans referenced above shall be reviewed at each site and whatever training is required by

	the plan shall take place.
16.9	The District shall provide two sessions of CPR and First Aid trainings a year on a teacher unpaid, non-workday. Teachers may attend on a voluntary, unpaid basis. Training cost and CPR certificate cost shall be paid by the district.
16.10	In the case of a student needing specialized health procedures (e.g., catheterizations, diapering, injections, suction, gavage feeding), whenever known, a pre—placement meeting shall take place at the local site with the employees who will be directly involved with a student who needs these specialized healthcare services to discuss the implementation of specialized healthcare procedures.

**ARTICLE XVII**  
**NON-DISCRIMINATION**

17.1

The District and the Association agree that they shall not unlawfully discriminate against unit members in the administration of this Agreement because of race, age, sex, religion, national origin, health or sexual orientation, physical handicap, or participation or lack of participation in union activities.

**ARTICLE XVIII**

**EFFECT OF AGREEMENT**

18.1	<p>This Agreement constitutes the entire Agreement between the parties hereto for the duration thereof as specified in Article XXII, Duration and Re-openers, and in respect to all issues which were or could have been subject to negotiation. This Agreement terminates and supersedes those past practices, Agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. Except for new contract negotiations, during the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.</p>
18.2	<p>If any provision of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.</p>
18.3	<p>Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, during its duration, shall be controlling.</p>
18.4	<p>There shall be two signed copies of the final Agreement for record-keeping purposes. One shall be retained by the District and one by the Association.</p>
18.5	<p>The Board agrees to electronically mail and distribute copies of the collective bargaining agreement to all bargaining unit members at district expense. Upon request members of the bargaining unit may receive a paper copy of the agreement from the Human Resources office and it will be electronically available on the District's website.</p>
18.6	<p><b><u>Support of Agreement</u></b> The Board and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the Board and the Association. Notwithstanding the above, the Association may seek improvements in this Agreement via the process of seeking a successor Agreement.</p>

**ARTICLE XIX**

**SUCCESSOR AGREEMENT**

19.1	The Association shall submit any initial proposal for a successor agreement to the district not later than forty-five (45) days after the Association and the District ratify this Agreement. The District shall submit its initial proposal to the Association not later than forty-five (45) days after the Association submits its proposal to the District. Negotiations may begin upon the request of either party but not earlier than fifteen (15) days after the District has submitted its proposals to the Association.
19.2	Any agreement so negotiated shall be reduced to writing after agreement by the parties.

**ARTICLE XX**

**DEFINITIONS**

20.1	"Board" means the Board of Education of the Lynwood Unified School District, sometimes referred to as the District.
20.2	"Superintendent" as used in the Agreement is defined to mean the Superintendent of the Lynwood Unified School District or the Superintendent's designee.
20.3	"Principal/Immediate Supervisor" as used in this Agreement means the administrator of one or more schools or offices with responsibility to manage the school or office including the general control and supervision of employees assigned to the school or office.
20.4	"Exclusive Representation/Association" means the Lynwood Teachers Association, an affiliate of the California Teachers Association and the National Education Association.
20.5	Unit member shall be those employees represented by LTA/CTA/NEA as defined in Article I, Recognition.
20.6	Workday shall mean any day during which unit members are required to be in attendance according to the calendar adopted by the Board of Education.
20.7	A full-time teacher of adult classes is hereby defined as a person employed twenty-seven (27) hours per week in teaching adult classes and compensated on the District's adult hourly rate as contained in Article 8.2.2.

**ARTICLE XXI**

**EARLY RETIREMENT/REDUCED SERVICES PROGRAM**

21.1	<u>Early Retirement Insurance Benefit</u>
21.1.1	A unit member who retires after attaining age 55 shall continue to receive, at District expense, the insurance benefits provided in Article IX set at the District contribution for the single member plan for a period not to exceed five (5) years. Unit members may continue to cover dependents at the unit member's expense until age 65. If a unit member is eligible or becomes eligible during the five year period for Medicare/Medical Plans A and B, he/she shall be required to sign up for that plan.
21.1.2	To be eligible for this benefit, the retiree shall verify that he/she has applied for benefits from STRS or shall annually provide a statement that he/she will not engage in gainful employment as a regular employee under the jurisdiction of the STRS.
21.2	<u>Reduced Services Option</u>
21.2.1	Unit members under the conditions provided below, may reduce their workload from full time to no less than half time and have their retirement services credit and benefits for such time determined as if they were working full time.
21.2.2	To qualify for this option, the unit member shall:  <ul style="list-style-type: none"><li>a. Have reached age 55 prior to reduction in workload;</li><li>b. Have been employed full time in a certificated position for at least ten (10) years; and</li><li>c. Have been employed full time in a certificated position for the preceding five (5) years without a break in service. (Approved leaves of absence shall not count toward the five (5) years)</li></ul>
21.2.3	The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.
21.2.4	The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to work part time.
21.2.5	The unit member and the District shall each make STRS contributions based on the salary he/she would have earned for full-time employment.
21.2.6	The unit member shall receive full insurance benefits provided in Article IX.

21.2.7	The period of such part-time employment shall not exceed five (5) years.
21.3	<b><u>Consultancy Option</u></b> The District at its option may under applicable provisions of law enter into a consultancy contract with any employee who has retired.

**ARTICLE XXII**  
**DURATION AND REOPENERS**

22.1	This agreement shall be effective when executed and shall continue in full force and effect until June 30, 2022.
22.2	This Agreement represents complete collective bargaining and full Agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof.
22.3	This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2022, at which time this Agreement shall expire.
22.4	There are reopeners in 2020/21 and 2021/22 school years for Article VIII Salary and Salary Schedule Rule and Regulations, Article IX Health and Welfare Benefits, and one (1) article each selected by the parties.
22.5	In Witness Whereof including, the Association has caused this Agreement to be signed by its President and officers, and the Board has caused this Agreement to be signed by its President and its members, attested by its Secretary.

**Lynwood Teacher Association**  
**LTA/CTA/NEA**  
**District**

**Governing Board of:**  
**Lynwood Unified School District**

\_\_\_\_\_  
Glenda Arellano, LTA Bargaining Chair

\_\_\_\_\_  
Maria G. Lopez, President

\_\_\_\_\_  
Maelanie Glaima, LTA

\_\_\_\_\_  
Alfonso Morales, Esq., Vice President

\_\_\_\_\_  
Dr. Lydia Hollie, LTA

\_\_\_\_\_  
Alma Carina Castro, Ed.D., Clerk

\_\_\_\_\_  
Michael Montoya, LTA

\_\_\_\_\_  
Gary Hardie Jr., Member

\_\_\_\_\_  
Angela Porter, LTA

\_\_\_\_\_  
Julian Del Real-Calleros, Member

\_\_\_\_\_  
Myrna Vergara, LTA

\_\_\_\_\_  
Gudiel Crosthwaite, Ph.D., Superintendent and  
Secretary to the Board

\_\_\_\_\_  
Debbie Diaz, LTA President

**APPENDIX A**  
**TEACHERS/COUNSELORS SALARY SCHEDULE**

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
**Teachers/Counselors Salary Schedule**  
**2019-2020**

2% - 185 DAYS

Effective: 07/01/19

INCREMENT	GROUP 1 BA + 15	GROUP 2 BA + 15	GROUP 3 BA + 30	GROUP 4 BA + 30 w/MA	GROUP 5 BA + 45	GROUP 6 BA + 45 w/MA	GROUP 7 BA + 60 w/MA
1	51,609	52,827	53,840	54,754	57,818	58,748	64,934
2		52,827	55,962	56,892	60,055	60,981	67,281
3		53,894	58,116	59,026	62,318	63,231	69,658
4		55,920	60,252	61,181	64,553	65,482	72,021
5		57,945	62,403	63,318	66,818	67,734	74,380
6		59,970	64,539	65,468	69,053	69,979	76,759
7		61,997	66,678	67,589	71,302	72,230	79,120
8		64,019	68,815	69,726	73,553	74,479	81,495
9		66,059	70,954	71,878	75,802	76,717	83,860
10		68,196	73,102	74,016	78,051	78,982	86,226
11		70,110	75,269	76,167	80,300	81,214	88,583
12		70,110	77,376	78,302	82,553	83,479	90,962
13		70,110	77,376	78,302	82,553	83,479	93,321
14		70,110	77,376	78,302	82,553	83,479	93,321
15		72,133	79,528	80,441	84,800	85,715	95,686
16		72,133	79,528	80,441	84,800	85,715	95,686
17		72,133	79,528	80,441	84,800	85,715	95,686
18		72,133	79,528	80,441	84,800	85,715	95,686
19		72,133	79,528	80,441	84,800	85,715	95,686
20		76,184	83,802	84,717	89,287	90,213	100,422

**Group 1** Individuals possessing a Short Term Staff Permit

**Group 2** Bachelor's Degree or Bachelor's Degree plus 15 upper division units or graduate units. Individuals not possessing a full credential shall be limited to initial placement and continue placement on Group 2 until the regular credential is obtained.

**Group 3** Bachelor's Degree plus 30 upper division or graduate units/ Preliminary or Clear Credential.

**Group 4** Bachelor's Degree plus 30 upper division or graduate units/ Preliminary or Clear Credential and earned Master's Degree.

**Group 5** Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated, plus 12 graduate units.

**Group 6** Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated, plus 12 graduate units and earned Master's Degree.

**Group 7** Bachelor's Degree plus 60 upper division or graduate units and earned Master's Degree or Clear Vocational Credential Standard Designated, plus 12 graduate units.

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
**Teachers/Counselors Salary Schedule**  
**with earned doctorate from accredited institution**  
**2019-2020**

2% - 185 DAYS

Effective: 07/01/19

INCREMENT	GROUP 1 BA + 15	GROUP 2 BA + 15	GROUP 3 BA + 30	GROUP 4 BA + 30 w/MA	GROUP 5 BA + 45	GROUP 6 BA + 45 w/MA	GROUP 7 BA + 60 w/MA
1	51,959	53,177	54,190	55,104	58,158	59,098	65,284
2		53,177	56,312	57,242	60,405	61,331	67,531
3		54,244	58,456	59,376	62,658	63,581	70,008
4		56,270	60,602	61,531	64,903	65,832	72,371
5		58,295	62,753	63,668	67,168	68,084	74,730
6		60,320	64,889	65,818	69,403	70,329	77,109
7		62,347	67,028	67,939	71,652	72,580	79,470
8		64,369	69,165	70,076	73,903	74,829	81,845
9		66,409	71,304	72,228	76,152	77,067	84,210
10		68,546	73,452	74,366	78,401	79,332	86,576
11		70,460	75,619	76,517	80,650	81,564	88,933
12		70,460	77,726	78,652	82,903	83,829	91,312
13		70,460	77,726	78,652	82,903	83,829	93,671
14		70,460	77,726	78,652	82,903	83,829	93,671
15		72,483	79,878	80,791	85,150	86,065	96,036
16		72,483	79,878	80,791	85,150	86,065	96,036
17		72,483	79,878	80,791	85,150	86,065	96,036
18		72,483	79,878	80,791	85,150	86,065	96,036
19		72,483	79,878	80,791	85,150	86,065	96,036
20		76,534	84,152	85,067	89,637	90,563	100,772

Group 1 Individuals possessing a Short Term Staff Permit

Group 2 Bachelor's Degree or Bachelor's Degree plus 15 upper division units or graduate units.  
 Individuals not possessing a full credential shall be limited to initial placement and continue placement on Group 2 until the regular credential is obtained.

Group 3 Bachelor's Degree plus 30 upper division or graduate units/ Preliminary or Clear Credential.

Group 4 Bachelor's Degree plus 30 upper division or graduate units/ Preliminary or Clear Credential and earned Master's Degree.

Group 5 Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated, plus 12 graduate units.

Group 6 Bachelor's Degree plus 45 upper division or graduate units/or Clear Standard 8.0 or 8.1 Vocational Credential Standard Designated, plus 12 graduate units and earned Master's Degree.

Group 7 Bachelor's Degree plus 60 upper division or graduate units and earned Master's Degree or Clear Vocational Credential Standard Designated, plus 12 graduate units.

**Appendix B**

**Adult School Teacher Salary Schedule**

**LYNWOOD UNIFIED SCHOOL DISTRICT  
Human Resources**

**ADULT SCHOOL TEACHER SALARY SCHEDULE  
2019-2020**

2% - 182 Days

Effective 07/01/19

<u>YEARS OF EXPERIENCE</u>	<u>STEP</u>	<u>AMOUNT</u>
0 - 4	1	\$51.97
5 - 9	2	\$53.69
10 - 14	3	\$56.29
15+	4	\$60.63

**Appendix C**

**Early Childhood Education Teachers Salary Schedule**

LYNWOOD UNIFIED SCHOOL DISTRICT

Early Childhood Education Teacher

2019-2020

Effective: 07/01/19

185 Days                      2% Increase

Step	Bachelor's Degree
1	42,633
2	42,633
3	42,633
4	42,633
5	42,633
6	43,707
7	43,933
8	44,149
9	46,283
10	46,807
11	46,807
12	47,535
13	47,535
14	47,535
15	47,750
16	47,750
17	47,750
18	47,750
19	47,750
20	48,704
21	48,704
22	49,670

SUBSTITUTE PAY: \$110/Day

**Appendix D**

**Speech/Pathologists Salary Schedule**

**LYNWOOD UNIFIED SCHOOL DISTRICT  
SPEECH/LANGUAGE PATHOLOGIST SALARY SCHEDULE  
2019-2020**

2%

Effective 07/01/19

INCREMENT	Intern 185 Work Days SALARY	185 Work Days SALARY	Intern 198 Work Days SALARY	198 Work Days SALARY	Intern 208 Work Days SALARY	208 Work Days SALARY
1	\$65,768	\$77,374	\$70,389	\$82,812	\$73,945	\$86,994
2	\$67,523	\$79,437	\$72,267	\$85,018	\$75,918	\$89,312
3	\$69,276	\$81,501	\$74,145	\$87,228	\$77,889	\$91,633
4	\$71,030	\$83,565	\$76,022	\$89,437	\$79,861	\$93,954
5	\$72,786	\$85,629	\$77,899	\$91,646	\$81,834	\$96,275
6		\$87,692		\$93,855		\$98,595
7		\$89,755		\$96,062		\$100,915
8		\$91,818		\$98,271		\$103,234
9		\$93,881		\$100,478		\$105,554
10		\$95,943		\$102,685		\$107,871
11		\$98,007		\$104,895		\$110,193
12		\$100,071		\$107,104		\$112,513
13		\$102,136		\$109,312		\$114,834
14		\$102,136		\$109,312		\$114,834
15		\$104,197		\$111,521		\$117,152
16		\$104,197		\$111,521		\$117,152
17		\$104,197		\$111,521		\$117,152
18		\$104,197		\$111,521		\$117,152
19		\$104,197		\$111,521		\$117,152
20		\$106,260		\$113,727		\$119,471

Individuals possessing only an intern credential will remain on Increment 5 until a full credential is obtained.

Health and Welfare benefits will be in accordance with the collective bargaining agreement between Lynwood Unified School District and Lynwood Teachers Association.

**Appendix E**

**School Psychologists Salary Schedule**

LYNWOOD UNIFIED SCHOOL DISTRICT  
PSYCHOLOGIST  
2019-2020

2% Increase

Effective 07/01/19

INCREMENT	185 WORK DAY SALARY	198 WORK DAY SALARY	208 WORK DAY SALARY	185 WORK DAY SALARY WITH DOCTORATE	198 WORK DAY SALARY WITH DOCTORATE	208 WORK DAY SALARY WITH DOCTORATE
1	\$92,074	\$98,545	\$103,522	\$92,424	\$98,895	\$103,872
2	\$94,377	\$101,009	\$106,111	\$94,727	\$101,359	\$106,461
3	\$96,736	\$103,534	\$108,764	\$97,086	\$103,884	\$109,114
4	\$99,152	\$106,121	\$111,480	\$99,502	\$106,471	\$111,830
5	\$101,633	\$108,774	\$114,268	\$101,983	\$109,124	\$114,618

**APPENDIX F**  
**HONARARIUM PAY**

**GROUP**  
**6,**  
**STEP 1**      **\$58,748**

<b>POSITION</b>	<b># OF POSITIONS</b>	<b>%</b>	<b>AMOUNT</b>
<b>High School Athletics</b>			
Athletic Director – Boys	1	0.07	\$4,112.36
Athletic Director – Girls	1	0.07	\$4,112.36
Athletic Trainer	1	0.09	\$5,287.32
Baseball-Varsity Head Coach	1	0.08	\$4,699.84
Baseball-Varsity Asst. Coach	1	0.04	\$2,349.92
Baseball-J.V. Head Coach	1	0.05	\$2,937.40
Baseball-Frosh Head Coach	1	0.05	\$2,937.40
Basketball-Varsity Head Coach (Boys)	1	0.08	\$4,699.84
Basketball-Varsity Head Coach (Girls)	1	0.08	\$4,699.84
Basketball-Varsity Asst. Coach (Boys)	2	0.04	\$2,349.92
Basketball-Varsity Asst. Coach (Girls)	2	0.04	\$2,349.92
Basketball-J.V. Head Coach (Boys)	1	0.05	\$2,937.40
Basketball-J.V. Head Coach (Girls)	1	0.05	\$2,937.40
Basketball-Frosh Head Coach (Boys)	1	0.05	\$2,937.40
Basketball-Frosh Head Coach (Girls)	1	0.05	\$2,937.40
Cross Country- Head Coach (Boys)	1	0.06	\$3,524.88
Cross Country- Head Coach (Girls)	1	0.06	\$3,524.88
Football-Varsity Head Coach	1	0.09	\$5,287.32
Football-Varsity Asst. Coach	3	0.04	\$2,349.92
Football-J.V. Head Coach	1	0.07	\$4,112.36
Football-J.V. Asst. Coach	2	0.04	\$2,349.92
Football-Frosh Head Coach	1	0.06	\$3,524.88
Football-Frosh Asst. Coach	2	0.04	\$2,349.92
Golf-Varsity Head Coach (Boys)	1	0.06	\$3,524.88
Golf-Varsity Head Coach (Girls)	1	0.06	\$3,524.88
Lacrosse-Head Coach	1	0.04	\$2,349.92
Lacrosse-Assistant Coach	1	0.03	\$1,762.44
Soccer-Varsity Head Coach (Boys)	1	0.08	\$4,699.84
Soccer-Varsity Head Coach (Girls)	1	0.08	\$4,699.84
Soccer-J.V. Head Coach (Boys)	1	0.05	\$2,937.40
Soccer-J.V. Head Coach (Girls)	1	0.05	\$2,937.40
Soccer-Frosh Head Coach (Boys)	1	0.05	\$2,937.40
Soccer-Frosh Head Coach (Girls)	1	0.05	\$2,937.40
Softball-Varsity Head Coach	1	0.08	\$4,699.84
Softball-Varsity Asst. Coach	1	0.04	\$2,349.92
Softball-J.V. Head Coach	1	0.05	\$2,937.40

Softball-Frosh Head Coach	1	0.05	\$2,937.40
Swimming-Head Coach (Boys)	1	0.06	\$3,524.88
Swimming-Head Coach (Girls)	1	0.06	\$3,524.88
Tennis-Varsity Head Coach (Boys)	1	0.06	\$3,524.88
Tennis-Varsity Head Coach (Girls)	1	0.06	\$3,524.88
Tennis-J.V. Head Coach (Boys)	1	0.05	\$2,937.40
Tennis-J.V. Head Coach (Girls)	1	0.05	\$2,937.40
<b>High School Athletics</b>			
Track and Field-Varsity Head Coach (Boys)	1	0.06	\$3,524.88
Track and Field-Varsity Head Coach (Girls)	1	0.06	\$3,524.88
Track and Field-Varsity Asst. Coach (Boys)	2	0.04	\$2,349.92
Track and Field-Varsity Asst. Coach (Girls)	2	0.04	\$2,349.92
Volleyball-Varsity Head Coach (Boys)	1	0.06	\$3,524.88
Volleyball-Varsity Head Coach (Girls)	1	0.06	\$3,524.88
Volleyball-J.V. Head Coach (Boys)	1	0.05	\$2,937.40
Volleyball-J.V. Head Coach (Girls)	1	0.05	\$2,937.40
Volleyball-Frosh Head Coach (Boys)	1	0.05	\$2,937.40
Volleyball-Frosh Head Coach (Girls)	1	0.05	\$2,937.40
Water Polo-Varsity Head Coach (Boys)	1	0.06	\$3,524.88
Water Polo-Varsity Head Coach (Girls)	1	0.06	\$3,524.88
Water Polo-J.V. Head Coach (Boys)	1	0.05	\$2,937.40
Water Polo-J.V. Head Coach (Girls)	1	0.05	\$2,937.40
Wrestling-Varsity Head Coach	1	0.06	\$3,524.88
Wrestling-J.V. Head Coach	1	0.05	\$2,937.40
<b>Middle School Athletics</b>			
Baseball Coach	1	0.04	\$2,349.92
Basketball Coach	1	0.04	\$2,349.92
Football Coach	1	0.04	\$2,349.92
Soccer Coach	1	0.04	\$2,349.92
Softball Coach	1	0.04	\$2,349.92
Track Coach	1	0.04	\$2,349.92
Volleyball Coach	1	0.04	\$2,349.92
<b>Extended Day Activities</b>			
High School Marching Band (football, basketball games, parades)	1	0.06	\$3,524.88
Concert Band (1 major production/year)	1	0.06	\$3,524.88
High School or Middle School Choral (1 major production/year)	1	0.03	\$1,762.44
High School Newspaper	1	0.04	\$2,349.92
High School Yearbook	1	0.07	\$4,112.36
Middle School Yearbook	1	0.04	\$2,349.92
High School or Middle School Speech & Debate	1	0.03	\$1,762.44
High School Cheerleader Advisor	1	0.05	\$2,937.40
High School Drill Team Advisor	1	0.05	\$2,937.40
High School Senior Advisor	1	0.07	\$4,112.36
Activities Director – Secondary	1	0.10	\$5,874.80
Drama - Secondary (1 major production/year)	1	0.05	\$2,937.40

Dance - Secondary (1 major production/year)	1	0.05	\$2,937.40
Stage, Sound and Production – Secondary	1	0.03	\$1,762.44
High School Department Chairs	9	0.07	\$4,112.36
High School Special Education Chairperson	1	0.07	\$4,112.36
Middle School Department Chairs	6	0.04	\$2,349.92
Middle School Special Education Chairperson	1	0.04	\$2,349.92
Continuation High School Department Chair	1	0.04	\$2,349.92
Continuation High School Special Education Chairperson	1	0.04	\$2,349.92
Elementary Department Chairs TK/K - 6 <sup>th</sup>	1 per grade	0.04	\$2,349.92
Elementary Special Education Chairperson	1	0.04	\$2,349.92
<b>Extended Day Activities</b>			
MESA Advisor	2	0.04	\$2,349.92
Mock Trial Advisor	2	0.04	\$2,349.92
Academic Decathlon Advisor	2	0.04	\$2,349.92
Pentathlon Advisor	2	0.04	\$2,349.92
Elementary Mathathon Coach 3rd - 6th	1 per grade	0.04	\$2,349.92
Elementary Performing Arts	1	0.05	\$2,937.40
Elementary Track & Field (add'l stipend when exceeds 40 students)	1	0.04	\$2,349.92
Elementary Yearbook	1	0.02	\$1,174.96
Elementary ASB	1	0.04	\$2,349.92
School Webmaster	1	0.06	\$3,524.88

**Appendix G**  
**Lynwood Unified School District / Lynwood Teachers Association**  
**Grievance Form**

Date \_\_\_\_\_

Level 1 or  Level 2

1. Date on which informal grievance was first made: \_\_\_\_\_

2. Name of party filing grievance: \_\_\_\_\_

3. Name of Administrator against whom this grievance is being filed: \_\_\_\_\_

4. Violation/Article No. of Contract: \_\_\_\_\_

5. Name of Party or Parties who will represent Grievant: \_\_\_\_\_

6. A clear, concise statement of the grievance (attach additional sheets if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. State any specific remedy sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Administrator's Response: Must be communicated in writing to Grievant within ten (10) days after receipt of written grievance. The failure to render a written decision at this level within the ten (10) days allowed will automatically move the grievance to the next level.

Response Deadline: \_\_\_\_\_

*Provide copies of all grievance filings and responses to:*

1. Grievant
2. Site Administrator
3. Superintendent of Designee
4. LTA President

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**Please contact the LTA office or your LTA SITE REP for assistance filing a grievance.**

Lynwood Teachers Association, 11501 South Atlantic Avenue, Lynwood, CA 90262

310-349-3226 • [ltaoffice@lynwoodta.org](mailto:ltaoffice@lynwoodta.org)

GrievanceForm\_0817\_LTA



## APPENDIX I

### EDUCATION CODE 48910

#### 48910 Suspension by teacher; report; conferences; referrals

- a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the school site, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.
- b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school. (Added by Stats. 1983, c. 498, 91, eff. July 28, 1983. Amended by stats. 2004, c. 895 (A.B. 2855), 10.)

**APPENDIX J**

**EVALUATION FORMS**

**LYNWOOD UNIFIED SCHOOL DISTRICT**

**EVALUATION CRITERIA**

**EVALUATION FORMS**  
**LYNWOOD UNIFIED SCHOOL DISTRICT**  
**TEACHER EVALUATION FORM**

Name: \_\_\_\_\_  
 School: \_\_\_\_\_  
 Assignment: \_\_\_\_\_

- Temporary
- Probationary I
- Probationary II
- Permanent

Rating: N/A = Not Applicable  
 4 = Exceeds District Standards  
 3 = Meets District Standards  
 2 = Needs Improvement  
 1 = Unsatisfactory

Observation # \_\_\_\_\_  
 Final Evaluation \_\_\_\_\_

Pursuant to the applicable provisions of the Education Code and Collective Bargaining Agreement between Lynwood Unified School District and Lynwood Teachers Association, teachers shall be evaluated based upon the following criteria:

<b>I. Engaging and Supporting All Students</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Connecting students, prior knowledge, life experience, and interests with life goals.	1	2	3	4	N/A
B. Using a variety of instructional strategies and resources to respond to students, diverse needs.	1	2	3	4	N/A
C. Facilitation learning experiences that promote autonomy, interaction, and choice.	1	2	3	4	N/A
D. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	1	2	3	4	N/A
E. Promoting self-directed, reflective learning for all students.	1	2	3	4	N/A
<b>II. Creating and Maintaining Effective Environments for Student Learning</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Creating a physical environment that engages all students.	1	2	3	4	N/A
B. Establishing a climate that promotes fairness and respect.	1	2	3	4	N/A
C. Promoting social development and group responsibility.	1	2	3	4	N/A
D. Establishing and maintaining standards for student behavior.	1	2	3	4	N/A
E. Planning and implementing classroom procedures					

	and routines that support student learning.	1	2	3	4	N/A
F.	Using instructional time effectively.	1	2	3	4	N/A
<b>III. Understanding and Organizing Subject Matter for Student Learning</b>						
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A.	Demonstrating knowledge of subject matter and student development.	1	2	3	4	N/A
B.	Organizing curriculum to support student understanding of subject matter.	1	2	3	4	N/A
C.	Interrelating ideas and information within and across subject matter.	1	2	3	4	N/A
D.	Developing student understanding through instructional strategies that are appropriate to the subject matter.	1	2	3	4	N/A
E.	Using materials, resources, and technology to make subject matter accessible to students.	1	2	3	4	N/A
<b>IV. Planning instruction and Designing Learning Experiences for All Students</b>						
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A.	Drawing on and valuing students, background, interests, and development learning needs.	1	2	3	4	N/A
B.	Establishing and articulating goals for student learning.	1	2	3	4	N/A
C.	Developing and sequencing instructional activities and materials for student learning.	1	2	3	4	N/A
D.	Designing short-term and long-term plans to foster student learning.	1	2	3	4	N/A
E.	Modifying instructional goals to adjust for student needs.	1	2	3	4	N/A
<b>V. Assessing Student Learning</b>						
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A.	Establishing and communicating learning goals for all students.	1	2	3	4	N/A
B.	Collecting and using multiple sources of information to assess student learning.	1	2	3	4	N/A
C.	Involving and guiding all students in assessing their own learning.	1	2	3	4	N/A
D.	Using the results of assessment to guide instruction.	1	2	3	4	N/A
E.	Communicating with students, families, and other audiences about student progress.	1	2	3	4	N/A



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Re-employment Recommendations:

- \_\_\_\_\_ A. Re-employment
- \_\_\_\_\_ B. Re-employment with Remediation (Peer Assistance Review for permanent and probationary employees)
- \_\_\_\_\_ C. Non-re-employment (Probationary)

I have received a copy of this evaluation report and I have discussed the contents with my administrative supervisor. I agree with the general conclusions of the evaluation report.

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

I have received a copy of the evaluation report and I have discussed the contents with my immediate administrative supervisor, but I disagree with the conclusion of the report.

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

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

## EVALUATION FORMS

### Lynwood Unified School District Teacher Specialist Evaluation Form

\*Includes Program Specialists, Instructional Leads, Coaches, and any other Certificated Teacher that is on a special assignment.

Name: \_\_\_\_\_

Department/Location: \_\_\_\_\_

Assignment: \_\_\_\_\_

- Temporary  
 Probationary I  
 Probationary II  
 Permanent

Rating: N/A= Not Applicable

4= Exceeds District Standards

3= Meets District Standards

2= Needs Improvements

1= Unsatisfactory

Observation # \_\_\_\_\_

Final Evaluation \_\_\_\_\_

Pursuant to the applicable provisions of the Education Code and the Collective Bargaining Agreement between Lynwood Unified School District and Lynwood Teachers Association, certificated employees serving in these positions shall be evaluated based upon the following criteria:

<b>1. Planning and Preparation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Demonstrates knowledge of current trends in specialty area & professional development	1	2	3	4	N/A
B. Demonstrates knowledge of the school/district program and vision	1	2	3	4	N/A
C. Establishes goals for the learning support program appropriate to the setting and the teachers served	1	2	3	4	N/A
D. Demonstrates knowledge of resources, both within and outside the school and district	1	2	3	4	N/A
E. Planning the learning support program, integrated with the overall school/district program	1	2	3	4	N/A

<b>2. Instructional Leadership</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Creates an environment of trust and respect	1	2	3	4	N/A
B. Establishes a culture for ongoing instructional improvement	1	2	3	4	N/A
C. Locating resources for teacher to support instructional improvement	1	2	3	4	N/A
D. Prepares and submits budgets and reports	1	2	3	4	N/A
E. Organizes physical space for workshops or training	1	2	3	4	N/A
<b>3. Community Relations</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Supports local community activities	1	2	3	4	N/A
B. Works effectively with parents	1	2	3	4	N/A
C. Enlists the support of the community and parents	1	2	3	4	N/A
D. Communicates with students, families, committees, community members and other audiences about student /school/ district progress	1	2	3	4	N/A
E. Communicates with students, families, committees, community members and other audiences about student/ school/ district programs, plan and vision	1	2	3	4	N/A
<b>4. Communication</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Collaborates with all stakeholders in the design of instructional units, lessons, and assessments	1	2	3	4	N/A
B. Engages teachers in learning new instructional skills	1	2	3	4	N/A
C. Sharing expertise with all stakeholders	1	2	3	4	N/A
D. Coordinating work with other instructional specialists	1	2	3	4	N/A
E. Showing professionalism, including integrity and confidentiality with all stakeholders	1	2	3	4	N/A



**Re-employment Recommendations:**

- \_\_\_\_\_ A. Re-employment
- \_\_\_\_\_ B. Re-employment with Remediation (See Article 13, Section 13.11)
- \_\_\_\_\_ C. Non-re-employment (Probationary)

**I have received a copy of this evaluation report and I have discussed the content with my administrative supervisor. I agree with the general conclusion of the evaluation report.**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

**I have received a copy of this evaluation report and I have discussed the content with my administrative supervisor, but I disagree with the conclusion of the evaluation report.**

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Evaluator Signature**

\_\_\_\_\_  
**Date**

## EVALUATION FORMS

### LYNWOOD UNIFIED SCHOOL DISTRICT EARLY CHILDHOOD EDUCATION TEACHER EVALUATION FORM

Name: \_\_\_\_\_  
 School: \_\_\_\_\_  
 Assignment: \_\_\_\_\_

- Temporary
- Probationary I
- Probationary II
- Permanent

Rating: N/A = Not Applicable  
 4 = Exceeds District Standards  
 3 = Meets District Standards  
 2 = Needs Improvement  
 1 = Unsatisfactory

Observation # \_\_\_\_\_  
 Final Evaluation \_\_\_\_\_

Pursuant to the applicable provisions of the Education Code and the Collective Bargaining Agreement between Lynwood Unified School District and Lynwood Teachers Association, early childhood education teachers shall be evaluated based upon the following criteria:

	1	2	3	4	N/A
<b>I Engaging and Supporting ECE Children Learning and Development</b>					
A. Connecting children prior knowledge, background, life experience, and interest.	1	2	3	4	N/A
B. Using a variety of instructional strategies and resources to respond to children, diverse needs.	1	2	3	4	N/A
C. Facilitation learning experiences that promote autonomy, interactions, and choice.	1	2	3	4	N/A
D. Engaging children in problem solving, critical thinking and other activities that make child development content meaningful.	1	2	3	4	N/A
E. Promoting self-directed, reflective learning for all children throughout the day.	1	2	3	4	N/A

<b>II</b>	<b>Creating and Maintaining Effective Environments for ECE Children's Learning and Development</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A.	Creating a physical environment that engages all children.	1	2	3	4	N/A
B.	Establishing a climate that promotes fairness and respect.	1	2	3	4	N/A
C.	Promoting social development and group responsibility.	1	2	3	4	N/A
D.	Establishing and maintaining standards for children behavior.	1	2	3	4	N/A
E.	Planning and implementing classroom procedures and routines that support children learning.	1	2	3	4	N/A
F.	Using instructional time effectively.	1	2	3	4	N/A
<b>II</b>	<b>Understanding and Organizing Content Knowledge for Young Children Learning and Development</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A.	Demonstrating knowledge of content and children development.	1	2	3	4	N/A
B.	Organizing curriculum to support children understanding of content.	1	2	3	4	N/A
C.	Interrelating ideas and information within and across content.	1	2	3	4	N/A
D.	Development children understanding through Instructional strategies that are appropriate to the content.					
E.	Using materials, resources, and technology to make content accessible to children.					
<b>IV</b>	<b>Planning Instruction and Designing Learning and Development Experiences for ECE children</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A.	Drawing on and valuing children, background, interests, and developing learning needs.	1	2	3	4	N/A
B.	Establishing and articulating goals for children learning.	1	2	3	4	N/A
C.	Developing and sequencing instructional activities and materials for children learning.	1	2	3	4	N/A
D.	Designing short-term and long-term plans to foster children learning.	1	2	3	4	N/A
E.	Modifying instructional goals to adjust for children needs. Learning	1	2	3	4	N/A

<b>V. Assessing and Documenting ECE Children Learning and Development</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Establishing and communicating learning goals for all children.	1	2	3	4	N/A
B. Collecting and using multiple source of information to assess children learning.	1	2	3	4	N/A
C. Involving and guiding all children in assessing their own learning progress.	1	2	3	4	N/A
D. Using the results of assessment to guide instruction.	1	2	3	4	N/A
E. Communicating with children, families, and other audiences about child progress.	1	2	3	4	N/A
<b>VI. Development as a Professional Early Childhood Educator</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Reflecting on teaching practice and planning professional development.	1	2	3	4	N/A
B. Establishing professional goals and pursuing opportunities to grow professionally.	1	2	3	4	N/A
C. Working with communities to improve professional practice.	1	2	3	4	N/A
D. Working with families to improve professional practice.	1	2	3	4	N/A
E. Working with colleagues to improve professional practice.	1	2	3	4	N/A

**CERTIFICATED EVALUATION SUMMARY AND COMMENTS.** (All ratings of needs improvement or unsatisfactory require written comments and documentation where applicable.)

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## EVALUATION FORMS

### LYNWOOD UNIFIED SCHOOL DISTRICT SCHOOL PSYCHOLOGIST EVALUATION FORM

Name: \_\_\_\_\_  
 School: \_\_\_\_\_  
 Assignment: \_\_\_\_\_

- Temporary
- Probationary I
- Probationary II
- Permanent

Rating: N/A = Not Applicable  
 4 = Exceeds District Standards  
 3 = Meets District Standards  
 2 = Needs Improvement  
 1 = Unsatisfactory

Observation # \_\_\_\_\_  
 Final Evaluation \_\_\_\_\_

Pursuant to the provisions of the Education Code, certificated employees shall be evaluated based upon the following criteria:

<b>I. ASSESSMENT, DATA-BASED DECISION MAKING, and ACCOUNTABILITY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Utilizes appropriate assessment and data collection methods.	1	2	3	4	N/A
B. Contributes to school-wide assessment and data-based practices for social-emotional and behavioral domains.	1	2	3	4	N/A
C. Contributes to progress monitoring and data-based decisions regarding intervention practices for social-emotional and behavioral domains.	1	2	3	4	N/A
D. Conducts special education evaluations to inform eligibility, Service, and programming decisions.	1	2	3	4	N/A
E. Completes evaluations in a timely manner.	1	2	3	4	N/A
F. Adheres to established policies & procedures	1	2	3	4	N/A

<b>II. Interventions and Instructional Support to Develop Social, and Life Skills</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Contributes to school-wide curricular and instructional practices for social-emotional and behavioral domains.	1	2	3	4	N/A
B. Contributes to intervention practices for social-emotional and behavioral domains.	1	2	3	4	N/A
C. Contributes to crisis response and intervention practices when appropriate.	1	2	3	4	N/A
D. Utilizes information about student background and characteristics to inform instruction, intervention, and service delivery decisions.	1	2	3	4	N/A
<b>III. Consultation and Collaboration</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Engages in consultation and collaboration with school staff.	1	2	3	4	N/A
B. Engages in consultation and collaboration with parents and families.	1	2	3	4	N/A
C. Engages in consultation and collaboration with community agencies and providers.	1	2	3	4	N/A
<b>IV. Leadership</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Seeks professional growth and learning opportunities to advance one's own knowledge and skill.	1	2	3	4	N/A
B. Contributes to School and/or Profession of School Psychology.	1	2	3	4	N/A
C. Advocates for student success.	1	2	3	4	N/A
D. Respects colleagues, staff, and students	1	2	3	4	N/A
<b>V. Core Professionalism</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Knowledgeable about ethical and professional standards, and legal regulations	1	2	3	4	N/A
B. Assists administrators, other school personnel, and parents in understanding regulations relevant to general and special education.	1	2	3	4	N/A
C. Engages in professional development and life-long learning	1	2	3	4	N/A
D. Utilizes supervision and mentoring for effective practices	1	2	3	4	N/A

**SCHOOL PSYCHOLOGIST EVALUATION SUMMARY AND COMMENTS. (All ratings of needs improvement or Ineffective require written comments and documentation where applicable.)**

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Re-employment Recommendations:

- \_\_\_\_\_ A. Re-employment  
\_\_\_\_\_ B. Re-employment with Remediation (See Article 13, Section 13.11)  
\_\_\_\_\_ C. Non-re-employment (Probationary)

I have received a copy of this evaluation report and I have discussed the contents with my administrative supervisor. I agree with the general conclusions of the evaluation report.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

I have received a copy of the school psychologist evaluation report and I have discussed the contents with my immediate administrative supervisor, but I disagree with the conclusion of the report.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

**EVALUATION FORMS**

**Lynwood Unified School District  
Speech Language Pathologist Form**

Name: \_\_\_\_\_

Site: \_\_\_\_\_

Rating:      N/A= Not Applicable  
                  4= Exceeds District Standards  
                  3= Meets District Standards  
                  2= Needs Improvements  
                  1= Unsatisfactory

- Temporary
- Probationary I
- Probationary II
- Permanent

Observation # \_\_\_\_\_

Final Evaluation \_\_\_\_\_

Pursuant to the applicable provisions of the Education Code and the Collective Bargaining Agreement between Lynwood Unified School District and Lynwood Teachers Association, certificated employees serving in these positions shall be evaluated based upon the following criteria:

<b>1. Planning and Preparation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Demonstrating knowledge and skill in the specialist therapy area	1	2	3	4	N/A
B. Acquiring of information about individual learners.	1	2	3	4	N/A
C. Establishing individual goals for the therapy program appropriate to the setting and the students served.	1	2	3	4	N/A
D. Demonstrating knowledge of district, state, and federal regulations and guidelines.	1	2	3	4	N/A
E. Demonstrating knowledge of resources, both within and beyond the school and district.	1	2	3	4	N/A
F. Demonstrating valid assessment and interpretation.	1	2	3	4	N/A
 <b>2. Therapy Environment</b>	 <b>1</b>	 <b>2</b>	 <b>3</b>	 <b>4</b>	 <b>N/A</b>
A. Creating a physical environment that engages students.	1	2	3	4	N/A
B. Establishing rapport with students.	1	2	3	4	N/A
C. Organizing time effectively.	1	2	3	4	N/A
D. Establishing and maintaining standards for student behavior expectations in the therapy setting.	1	2	3	4	N/A
E. Developing the therapy program integrated with IEP goals to meet the needs of the individual student.	1	2	3	4	N/A

<b>3. Evaluation and Interpretation</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Follows established procedures for referrals.	1	2	3	4	N/A
B. Responding to referrals and evaluating student needs.	1	2	3	4	N/A
C. Communicating with families.	1	2	3	4	N/A
D. Collecting information; writing reports.	1	2	3	4	N/A
E. Implements therapy services to maximize student success.	1	2	3	4	N/A
<b>4. Delivery of Service</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Communicate with students effectively.	1	2	3	4	N/A
B. Uses effective questioning and discussion techniques.	1	2	3	4	N/A
C. Engages student in learning.	1	2	3	4	N/A
D. Uses assessment in instruction.	1	2	3	4	N/A
E. Demonstrating flexibility and responsiveness.	1	2	3	4	N/A
<b>5. Professionalism</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Collaborating with staff.	1	2	3	4	N/A
B. Maintaining an effective data management system.	1	2	3	4	N/A
C. Engaging in professional development.	1	2	3	4	N/A
D. Showing professionalism, including integrity, advocacy and maintaining confidentiality.	1	2	3	4	N/A

**Evaluation Summary and Comments. (All ratings of needs improvement or unsatisfactory require written comments and documentation where applicable.)**

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Re-employment Recommendations:

- A. Re-employment
- B. Re-employment with Remediation (See Article 13, Section 13.11)
- C. Non-re-employment (Probationary)

**I have received a copy of this evaluation report and I have discussed the content with my administrative supervisor. I agree with the general conclusion of the evaluation report.**

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**Employee Signature**

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**Date**

**I have received a copy of this evaluation report and I have discussed the content with my administrative supervisor, but I disagree with the conclusion of the evaluation report.**

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**Employee Signature**

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**Date**

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**Evaluator Signature**

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**Date**

**EVALUATION FORMS**  
**Lynwood Unified School District**  
**Counselor Evaluation Form**

Name: \_\_\_\_\_

Site: \_\_\_\_\_

Rating:     N/A= Not Applicable  
               4= Exceeds District Standards  
               3= Meets District Standards  
               2= Needs Improvements  
               1= Unsatisfactory

- Temporary
- Probationary I
- Probationary II
- Permanent

Observation # \_\_\_\_\_

Final Evaluation \_\_\_\_\_

Pursuant to the applicable provisions of the Education Code and the Collective Bargaining Agreement between Lynwood Unified School District and Lynwood Teachers Association, certificated employees serving in these positions shall be evaluated based upon the following criteria:

<b>1. Engage, Advocate for, and Support All Students in Learning</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Ensures all students are scheduled correctly and are engaged in a system of support designed for learning and academic success.	1	2	3	4	N/A
B. Advocate for educational opportunity, equity and access for all students,	1	2	3	4	N/A
C. Identify student problems in their earliest stages and implement prevention and intervention strategies.	1	2	3	4	N/A
<b>2. Plan, Implement, and Evaluate Programs to Promote Academic, Career, Personal and Social Development of All Students.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Demonstrates organizational skills.	1	2	3	4	N/A
B. Develop outcome based, result oriented methods and programs.	1	2	3	4	N/A
C. Assess student's needs and analyze student data.	1	2	3	4	N/A
<b>3. Utilize Multiple Sources of Information to Monitor And Improve Student Behavior and Achievement.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Assess student's characteristics and utilize information to plan for individual student growth and achievement	1	2	3	4	N/A

B. Interpret data to work with individual student and their parents(s)/guardian(s) to develop plans for educational and personal success.	1	2	3	4	N/A
C. Monitor and evaluate student personal, academic, and career progress by using data compilation.	1	2	3	4	N/A
<b>4. Collaborate and Coordinate with School and Community Resources.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Build and maintain student support teams for student achievement.	1	2	3	4	N/A
B. Develop working relationships with parents, school service organizations, school staff and teachers to ensure student success in school and in life after school.	1	2	3	4	N/A
C. Coordinate support from community agencies	1	2	3	4	N/A
<b>5. Promote and Maintain a Safe Learning Environment for All Students.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Promote a positive, safe, and supportive learning environment.	1	2	3	4	N/A
B. Develop and implement programs that address the personal and social risk factors of students.	1	2	3	4	N/A
C. Support school safety that addresses elements of prevention and intervention within the school system.	1	2	3	4	N/A
<b>6. Develop as a Professional School Counselor</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>N/A</b>
A. Establish professional goals and pursue opportunities to improve.	1	2	3	4	N/A
B. Model effective practices and continuous progress in School Counseling.	1	2	3	4	N/A
C. Adhere to professional code of ethics, legal mandates, and district policies.	1	2	3	4	N/A

**Evaluation Summary and Comments. (All ratings of needs improvement or unsatisfactory require written comments and documentation where applicable.)**

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Re-employment Recommendations:

- A. Re-employment
- B. Re-employment with Remediation (See Article 13, Section 13.11)
- C. Non-re-employment (Probationary)

I have received a copy of this evaluation report and I have discussed the content with my administrative supervisor. I agree with the general conclusion of the evaluation report.

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Employee Signature Date

I have received a copy of this evaluation report and I have discussed the content with my administrative supervisor, but I disagree with the conclusion of the evaluation report.

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Employee Signature Date

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Evaluator Signature Date

### Plan of Assistance for Improvement Form

Bargaining Unit Member: \_\_\_\_\_ Supervisor/Evaluator: \_\_\_\_\_

According to 13.3.6: *In the case of an unsatisfactory evaluation(s), the evaluatee shall be informed in writing on the Plan of Assistance for Improvement Form (appendix J-\_\_ ) as to the reasons for the unsatisfactory evaluation, the specific recommendations for improvement, the standards expected of him/her, corrective action which must be taken, and the assistance and resources available to implement such recommendations for improvement.*

1. Reasons for Unsatisfactory Evaluation:

2. Specific Recommendations for Improvement:

3. Standards expected of Evaluatee:

4. Corrective Action to be Taken:



**LYNWOOD UNIFIED SCHOOL DISTRICT**  
EVALUATION RUBRICS

**STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

<b>ELEMENTS</b>	<b>EXCEEDS STANDARDS</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>NEEDS IMPROVEMENT</b>	<b>UNSATISFACTORY</b>
A. Connecting students' prior knowledge, life experience and interests with learning goals	The teacher facilitates as students connect and apply their prior knowledge, life experiences and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instructions.	The teacher makes substantial connections between the learning goals and the student's prior knowledge, life experience and interests. The teacher solicits and uses students' questions and comments during a lesson to extend their understanding.	The teacher makes some connections between the learning goals and the student's prior knowledge, life experiences and interest. The teacher elicits questions from students during a lesson to monitor their understanding.	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher does not elicit student questions or comments during a lesson.
B. Using a variety of instructional strategies to respond to students' diverse needs	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, make adjustments while teaching to respond to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, make some adjustments to respond to students' needs.	The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsible to students' needs.	The teacher uses instructional strategies, but they lack variety, are poorly carried out or are inappropriate to the students or the instructional goal. No adjustments are made to respond to students' needs.
C. Facilitating learning experiences that promote autonomy, interaction and choice	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy and choice in the pursuit of significant learning.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, choice and to encourage and support students involvement in learning.	Learning experiences are directed by the teacher and allow limited student autonomy, interactions and choice.	Learning experiences are directed by the teacher permitting no students autonomy, interactions and choice.

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
EVALUATION RUBRICS

**STANDARD 2: CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

ELEMENTS	EXCEEDS STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Creating a physical environment that engages all students	The arrangement of the physical environment ensures safety, accessibility and facilitates constructive interaction and purposeful engagement for all students in learning activities.	The arrangement of the physical environment ensures safety and accessibility. Most students will work individually or together as they participate in learning activities.	The physical environment is arranged for safety and accessibility and it facilitates individual student engagement in learning.	The physical environment does not support student learning. There are one or more safety hazards and materials are difficult to access when needed.
B. Establishing a climate that promotes fairness and respect	Students ensure that a climate of equity, caring and respect is maintained in the classroom and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring and respect is maintained by the teacher and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behavior is unfair or inequitable.

C. Prompting social development and group responsibility	Students work independently, collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership; and are responsible for themselves and their peers.	Students respect each other's differences and work independently and collaboratively taking responsibility for themselves and their peers.	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.	Students' social development, self esteem and diversity are not supported and students have no sense of responsibility for each other.
D. Establishing and maintaining standards for student behavior.	Students and teacher develop standards for behavior together and students are responsible for helping each other maintain standards.	Standards for behavior are established, are clear to all students and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Standards for behavior have been established by the teacher and the teacher's response to student behavior is generally appropriate.	No standards for behavior appear to have been established or students are confused about what the standards are.
E. Planning and implementing classroom procedures and routines that support student learning	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.	Procedures and routines work smoothly with no loss of instructional time.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Classroom procedures and routines have not been established or are not being enforced.
F. Using instructional time effectively	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Learning activities are often rushed or too long and transition are rough or confusing, resulting in a loss of instructional time.

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
EVALUATION RUBRICS

**STANDARD 3: UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

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

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
EVALUATION RUBRICS

**STANDARD 4: PLANNING INSTRUCTION AND DESIGN LEARNING EXPERIENCES FOR ALL STUDENTS**

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

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
EVALUATION RUBRICS

**STANDARD 5: ASSESSING STUDENT LEARNING**

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

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
EVALUATION RUBRICS

**STANDARD 6: DEVELOPING AS A PROFESSIONAL EDUCATOR**

<b>ELEMENTS</b>	<b>EXCEEDS STANDARDS</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>NEEDS IMPROVEMENT</b>	<b>UNSATISFACTORY</b>
A. Reflecting on teaching practice and planning professional development	The teacher reflects in his or her teaching practice in relation to student learning and instructional goals, assess growth over time and plans professional development based on reflection.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth overtime and may use reflection to plan professional development.	The teacher reflects on some lesson and areas of concern in his or her teaching practice, assesses growth in these areas with assistance and may use reflection to plan professional development.	The teacher may reflect on specific problems or areas of concerns in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.
B. Establishing professional goals and pursuing opportunities to grow professionally	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contribute to the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are established with assistance. The teacher pursues opportunities to acquire new knowledge and skills but infrequently participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge and skills or to participate in the professional community.
C. Working with communities to improve professional practice	The teacher values students communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning and promote collaboration between school and community.	The teacher values students' communities and develops knowledge of them to benefit student and families, provide some experiences to support student learning and support collaboration between school and community.	The teacher understand the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning or promote collaboration with the school.	The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.
D. Working with families to improve professional practice	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions and provides multiple opportunities for meaningful participation in the classroom or school community.	The teacher respects students' families, develops positive communication and an understanding of their diverse background and provide opportunities for families to participate in the classroom or school community.	The teacher respects some students' families, initiates communication and develop an understanding of their diverse backgrounds and may provide opportunities for families to participate in the classroom or school community.	The teacher may demonstrate respect for students families or their backgrounds, but has limited communication with families and is not sure on how to provide opportunities for participation in the classroom or school community.
E. Working with colleagues to improve professional practice	The teacher engages in dialogue and reflection with colleagues. Collaborates with staff to meet students' needs and contributes to school-wide and district wide decision making, events and professional development.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participate in school-wide events.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs and rarely participates in school or district events or learning activities.

Lynwood Unified School District  
 Teacher Specialist Evaluation Rubrics

\*Includes Program Specialists, Instructional Leads, Coaches, and any other Certificated Teacher that is on a special assignment

**Standard 1: Organization, Administration, and Planning**

Element	Exceeds Standards	Meets District Standards	Needs Improvement	Unsatisfactory
A. Demonstrates knowledge of current trends in specialty area & professional development	Teacher Specialist's knowledge of specialty area and trends in professional development is wide and deep; colleagues regard specialist as an expert.	Teacher Specialist demonstrates thorough knowledge of specialty area or trends in professional development.	Teacher Specialist demonstrates a developing or basic familiarity with specialty area or trends in professional development.	Teacher Specialist demonstrates little or no familiarity with specialty area or trends in professional development.
B. Demonstrates knowledge of the school/district's program and levels of teacher skill in delivering that program.	Teacher Specialist is deeply familiar with the school/district's program and works to shape its future direction and actively seeks information as to Teacher's skill in that program.	Teacher Specialist demonstrates thorough knowledge of the school/district's program or of teacher skill in delivering that program.	Teacher Specialist demonstrates a developing knowledge of the school/district's program or of teacher skill in delivering that program.	Teacher Specialist demonstrates little or no knowledge of the school/district's program or of teacher skill in delivering that program.
C. Establishes goals for the learning support program appropriate to the setting and the teachers served.	Teacher Specialist's goals for the learning support program are highly appropriate to the needs of the staff. They have been developed following consultations with stakeholders.	Teacher Specialist's goals for the program are clear and are suitable to the situation and the needs of the staff.	Teacher Specialist's goals for the program are rudimentary and are partially suitable to the situation and the needs of the staff.	Teacher Specialist has no clear goals for the learning support program, or they are inappropriate to either the situation or the needs of the staff.
D. Demonstrates knowledge of resources, both within and outside the school and district.	Teacher Specialist actively seeks out new resources from a wide range of sources to enrich teachers' skills in implementing the school's program.	Teacher Specialist is fully aware of resources available in the school or district and in the larger community for teachers to advance their skills.	Teacher Specialist demonstrates developing or basic knowledge of resources available in the school or district for teachers to advance their skills.	Teacher Specialist demonstrates little or no knowledge of resources available in the school or district for teachers to advance their skills.
E. Plans the learning support program, integrated with the overall school program	Teacher Specialist's plan is highly coherent, taking into account the competing demands of making presentations and consulting with stakeholders, and has been developed following consultation with stakeholders.	Teacher Specialist's plan is well designed to support teachers in the improvement of their Learning skills.	Teacher Specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Teacher Specialist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.

Lynwood Unified School District  
 Teacher Specialist Evaluation Rubrics

\*Includes Program Specialists, Instructional Leads, Coaches, and any other Certificated Teacher that is on a special assignment

**Standard 2: Instructional Leadership**

Element	Exceeds Standards	Meets District Standards	Needs Improvement	Unsatisfactory
A. Creates an environment of trust, respect and rapport	Relationships with the Teacher Specialist are highly respectful and trusting, with many contacts initiated by teachers.	Relationships with the Teacher Specialist are respectful, with some contacts initiated by teachers.	Relationships with the Teacher Specialist are cordial; teachers don't resist initiatives established by the instructional specialist.	Teachers are reluctant to request assistance from the Teacher Specialist, fearing that such a request will be treated as a sign of deficiency.
B. Establishes a culture for ongoing instructional improvement	Teacher Specialist has established a culture of professional inquiry in which teachers initiate projects to be undertaken with the support of the specialist.	Teacher Specialist promotes a culture of professional inquiry in which teachers seek assistance in improving their instructional skills.	Teachers do not resist the offerings of support from the Teacher Specialist.	Teacher Specialist conveys the sense that the work of improving instruction is externally mandated and is not important to school improvement.
C. Locates resources for teacher to support instructional improvement	Teacher Specialist is highly proactive indicating resources for instructional improvement for teachers, anticipating their needs.	Teacher Specialist locates resources for instructional improvement for teachers when asked to do so.	Teacher Specialist's efforts to locate resources for instructional improvement for teachers are partially successful, reflecting incomplete knowledge of what is available.	Teacher Specialist fails to locate resources for instructional improvement for teachers, even when specifically requested to do so.
D. Prepares and submits budgets and reports	Teacher Specialist anticipates and responds to teacher needs when preparing budgets, following established procedures and suggesting improvements to those procedures. Reports are submitted on time.	Teacher Specialist's budgets are complete, anticipating all expenditures and following established procedures. Reports are always submitted on time.	Teacher Specialist's efforts to prepare budgets are partially successful, anticipating most expenditures and following established procedures. Reports are sometimes submitted on time.	Teacher Specialist does not establish procedures for preparing budgets and submitting reports. Reports are routinely late.
E. Organizes physical space for workshops or training	Teacher Specialist makes highly effective use of the physical environment, with teachers contributing to the physical arrangement and the workshop activities.	Teacher Specialist makes good use of the physical environment, resulting in engagement of all participants in the workshop activities.	The physical environment does not impede workshop activities.	Teacher Specialist makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of training equipment, or little alignment between the physical arrangement and the workshop activities.

Lynwood Unified School District  
Teacher Specialist Evaluation Rubrics

\*Includes Program Specialists, Instructional Leads, Coaches, and any other Certificated Teacher that is on a special assignment

**Standard 3: Community Relationships**

Element	Exceeds Standards	Meets District Standards	Needs Improvement	Unsatisfactory
A. Supports local community activities	Teacher Specialist makes a substantial contribution to school and district events and projects and assumes leadership with local community activities.	Teacher Specialist participates actively in school and district events and projects and maintains positive and productive relationships with local community activities.	Teacher Specialist's relationships with the local community are minimal.	Teacher Specialist fails to support local community activities.
B. Works effectively with parents	Teacher Specialist's efforts to engage families in the instructional programs and district programs are frequent and successful. Students and other stakeholders contribute ideas for projects that will be enhanced by family participation.	Teacher Specialist's efforts to engage families in the instructional/district programs are frequent and successful.	Teacher Specialist makes modest and inconsistently successful attempts to engage families in the instructional/ district programs.	Teacher Specialist makes no attempt to engage families in the instructional programs or district programs; or such attempts are inappropriate.
C. Enlists the support of the community and parents	Utilizes creative methods of parent and community involvement and adjusts mode of communication to meet parent/ community needs. Works at a system level to increase parent/ community involvement.	Communicates positive as well as negative information to parents on a regular basis. Consistently seeks input and support from the community and the parents.	Understands and follows requirements for parent participation and input. Communicates with parents and the community on a need to know basis	Includes parents and the community at a minimal level in gathering information and/or the decision making process.
D. Communicates with students, families, committees, community members and other stakeholders about student/ school/ district progress	Teacher Specialist provides frequent information and different outlets of communication (flyers, e-mail, meetings) to parents, students, families, committees, community members and other stakeholders about student/school/district progress about the instructional programs and district programs when appropriate and in a timely manner.	Teacher Specialist provides frequent information to parents, students, families, committees, community members and other stakeholders about student/ school/district progress about the instructional programs and district programs when appropriate.	Teacher Specialist participates in the school's activities for parent, students, families, committees, community members and other stakeholders about student/ school/district progress communication but offers little additional information.	Teacher Specialist provides little to no information about the instructional programs or district programs to students, families, committees, community members and other audiences about student/school/district progress.
E. Communicates with students, families, committees, community members and other stakeholders about student/ school/ district programs, plan and vision	Teacher Specialist provides frequent information and different outlets of communication (flyers, e-mail, meetings) to parents, students, families, committees, community members and other stakeholders about the district's plan and vision.	Teacher Specialist provides frequent information to parents, students, families, committees, community members and other stakeholders about the district's plan and vision when appropriate.	Teacher Specialist provides some information to parents, students, families, committees, community members and other stakeholders about the district's plan and vision when appropriate.	Teacher Specialist provides very little to no information to parents, students, families, committees, community members and other stakeholders about the district's plan and vision.

Lynwood Unified School District  
 Teacher Specialist Evaluation Rubrics

\*Includes Program Specialists, Instructional Leads, Coaches, and any other Certificated Teacher that is on a special assignment

**Standard 4: Communication**

Element	Exceeds Standards	Meets District Standards	Needs Improvement	Unsatisfactory
A. Collaborates with teachers in the design of instructional units and lessons	Teacher Specialist initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources from sources outside the school.	Teacher Specialist initiates collaboration with classroom teachers in the design of instructional lessons and units.	Teacher Specialist collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Teacher Specialist declines to collaborate with classroom teachers in the design of instructional lessons and units.
B. Engages stakeholders in learning new instructional skills	Teachers Specialist are highly engaged in acquiring new instructional skills and take initiative in suggesting new areas for growth.	All teachers are engaged in acquiring new instructional skills.	Teacher Specialist's efforts to engage teachers in professional learning are partially successful, with some participating.	Teacher Specialists decline opportunities to engage in professional learning.
C. Shares expertise with staff and all stakeholders	The quality of the Teacher Specialist's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served The Teacher Specialist conducts extensive follow-up work with teachers.	The quality of the Teacher Specialist's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served.	The quality of the Teacher Specialist's model lessons and workshops is mixed with some of them being appropriate to the needs of the teachers being served.	Teacher Specialist model lessons and workshops are of poor quality or are not appropriate to the needs of the teachers being served.
D. Coordinating work with other instructional specialists	Teacher Specialist takes a leadership role in coordinating projects with other Teachers within and beyond the district.	Teacher Specialist initiates effort to collaborate with other instructional specialist within the district.	Teacher Specialist responds positively to the efforts of other instructional specialist within the district to collaborate.	Teacher Specialist makes no effort to collaborate with other instructional specialist within the district.
E. Showing professionalism, including integrity and confidentiality	Teacher Specialist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.	Teacher Specialist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students and the public.	Teacher Specialist is honest in interactions with colleagues, students, and the public and respects norms of confidentiality	Teacher Specialist displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.

Lynwood Unified School District  
Teacher Specialist Evaluation Rubrics

\*Includes Program Specialists, Instructional Leads, Coaches, and any other Certificated Teacher that is on a special assignment

**Standard 5: Professional Growth**

Element	Exceeds Standards	Meets District Standards	Needs Improvement	Unsatisfactory
A. Reflects on practice and planning professional development	The Teacher Specialist reflects on his/her practices in relation to student growth, instructional goals, assess growth over time, and plans professional development based on reflection	The Teacher Specialist reflects on his or her practices in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The Teacher Specialist reflects on some areas of concern in his or her practices, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The Teacher Specialist may reflect on specific problems or area of concern in his or her practices, but rarely uses reflection to assess growth over time or to plan professional development.
B. Establishes professional goals and pursuing opportunities to grow professionally	Professional goals are extended and the Teacher Specialist purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.	Professional goals are developed and the Teacher Specialist pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are established with assistance. The Teacher Specialist pursues opportunities to acquire new knowledge and skills but infrequently participates in the professional community.	Professional goals are not established to guide practice. The Teacher Specialist rarely pursues opportunities to develop new knowledge and skills or to participate in the professional community.
C. Works with communities to improve professional practice	The Teacher Specialist values community and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school/district and community.	The Teacher Specialist values the community and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school/district and community.	The Teacher Specialist understands the importance of the community, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school/district.	The Teacher Specialist has limited knowledge of the community or how to access them to provide learning experiences for students or to promote collaboration with the school/district.
D. Works with families to improve professional practice	The Teacher Specialist respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classrooms/ school community/ district.	The Teacher Specialist respects students' families, develops positive communication and understanding of their diverse backgrounds and provides opportunities for families to participate in the classroom/ school/ district community.	The Teacher Specialist respects some students' families' initiates communication and develops an understanding of their diverse backgrounds and may provide opportunities for families to participate in the classroom/ school/ district community.	The Teacher Specialist may demonstrate respect for students' families, or their background, but has limited communication with families, and is not sure how to provide opportunities for families to participate in the classroom/ school/ district community.
E. Works with colleagues to improve professional practice	The Teacher Specialist engages in dialogue and reflection with colleagues. Collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision-making, events, and learning activities.	The Teacher Specialist engages in dialogue with colleagues and collaborates with staff to meet students' needs, and participates in school/ district wide events.	The Teacher Specialist engages in dialogue with some colleagues, seeks out staff to help meet students' needs, and participates in some school/district wide events.	The Teacher Specialist rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school/district events.

**Lynwood Unified School District Early Childhood Education Evaluation Rubrics**  
**I: Engaging and Supporting ECE**  
**Children Learning & Development**

**Standard**

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT UNSATISFACTORY

<p>A. Connecting children's prior knowledge, life experience, background, and interest</p>	<p>The teacher facilitates as children connect and apply their prior knowledge, life experiences, background, and interest. The teacher builds on children's questions and comments during lessons to modify instructions.</p>	<p>The teacher makes substantial connections, between the learning goals and the children prior knowledge, life experiences, background and interest. The teacher elicits and uses children's questions and comments during a lesson to extend their understanding.</p>	<p>The teacher makes some connections, between the learning goals and the children prior knowledge, life experiences, background and interest. The teacher elicits and uses children's questions and comments during a lesson to monitor their understanding.</p>	<p>The teacher makes no connections, between the learning goals and the children prior knowledge, life experiences, background and interest. The teacher does not elicit and uses children's questions and comments during a lesson.</p>
<p>B. Using a variety of instructional strategies to respond to children's diverse needs</p>	<p>The teacher makes skillful use of a wide repertoire of instructional strategies to engage all children in learning, make adjustments while teaching to respond to children's needs.</p>	<p>The teacher uses a variety of instructional strategies that are appropriate to the children and the instructional goals. The teacher carries these strategies out thoughtfully, make some adjustments to respond to children needs.</p>	<p>The teacher uses a selection of instructional strategies that are largely appropriate to the children and the instructional goals, but they may lack variety or may not be responsive to the children needs.</p>	<p>The teacher uses instructional strategies, but lack variety, are poorly carried out, or appropriate to the children or the instructional goals. No adjustments are made to respond to children's needs.</p>
<p>C. Facilitating learning experiences that promote interaction, and choice.</p>	<p>Learning experiences are Facilitated by the teacher and children to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.</p>	<p>Learning experiences are Facilitated by the teacher and children to promote constructive interactions, autonomy, and choice, and to encourage and support children involvement in learning.</p>	<p>Learning experiences are directed by the teacher and allow limited children's autonomy, interactions, and choice.</p>	<p>Learning experiences are directed by the teacher permitting no children autonomy, interactions, and choice.</p>

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT UNSATISFACTORY

<p>D. Engaging children in problem solving, critical thinking, and other activities that make child development content meaningful.</p>	<p>Learning opportunities are provided that extend children thinking and engage and support all children in problem solving, inquiry, and analysis of the child development content.</p>	<p>Learning opportunities and support are provided for children to engage in problem solving and investigating and analyzing content and questions within the child development content.</p>	<p>Some learning opportunities are provided for children to engage in problem solving within the child development content, but little support is given to develop necessary skills.</p>	<p>No learning opportunities are provided for children to engage in problem solving, analysis, or inquiry within or across the child development content.</p>
<p>E. Promoting self-directed, reflective learning for all children throughout the day.</p>	<p>Children take initiative for their own learning, and reflect on, talk about, and evaluate their own work and to learn from the work of their peers.</p>	<p>Children are supported in developing the skills needed to monitor their own learning during activities. Children reflect on and talk about their own work with peers.</p>	<p>Children learning is directed and monitored by the teacher, and some opportunities are provided for children to reflect on their work individually.</p>	<p>No Opportunities are provided for children to initiate their own learning or to monitor their own work.</p>

Lynwood Unified School District Early Childhood Education Evaluation Rubrics  
**II: Creating and Maintaining Effective Environments for  
 ECE Children's Learning & Development**

**Standard**

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT UNSATISFACTORY

A. Creating a physical environment that engages all children	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all children in learning activities.	The arrangement of the physical environment ensures safety and accessibility. Most children will work individually or together as they participated in learning activities.	The physical environment is arranged for safety and accessibility and it facilitates individual children engagement in learning.	The physical environment does not support children learning. There are one or more safety hazards, and materials are difficult to access when needed.
B. Establishing a climate that promotes fairness and respect	Children ensure that a climate of equity, caring, and respect is maintained in the classroom, and children take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is maintained by the teacher and children are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is established by the teacher for most children, but few children take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	A classroom climate is characterized, either by unfairness or disrespect, either between the teacher and children or among children. Children are unwilling to take risks. Teacher response to inappropriate behavior is unfair or inequitable.
C. Promoting social development and group responsibility	Children work independently and collaboratively and maintain a classroom community in which they respect each other's difference, assume leadership; and are responsible for	Children respect each other's difference and work independently, and collaboratively, taking responsibility for themselves and one another.	Children respect each other's difference most of the time and work together moderately well. The teacher provides limited opportunities for children to assume responsibility.	Children social development, self esteem, and diversity are not supported and children have no sense of responsibility for each other.

	themselves and one another.			
D. Establishing and maintaining standards for children behavior.	Children and teachers develop standards for behavior together and children are responsible for helping each other maintain standards.	Standards for behavior are established, are clear to all children, and are maintained by the teacher. The teachers response to children behavior is generally appropriate.	Standards for behavior are established by the teacher and the teacher's response to children behavior is generally appropriate.	No standards for behavior appear to have been established or children are confused about what the standards are.

E. Planning and Implementing classroom procedures and routines that support children learning.	Children and teachers ensure that classroom procedures and routines operate seamlessly and efficiently.	Procedures and routines work smoothly; with no loss of instructional time.	Procedures and routines have been established and work moderately well, with little loss of instructional time.	Classroom procedures and routines have not been established or are not being enforced.
F. Instructional time effectively	Pacing of the lesson is adjusted as needed to ensure the engagement of all children in learning activities. Transitions are seamless.	Pacing of the lesson is appropriate to the activities and enables all children to engage successfully with the content. Transitions are smooth.	Instructional time is paced so that most children complete learning activity., Transitions used to move children into new activities are generally effective. Activities are generally effective.	Pacing of the lesson is adjusted as needed to ensure the engagement of all children in learning activities. Transitions are seamless.

**Lynwood Unified School District Early Childhood Education Evaluation Rubrics**  
**Knowledge for Young Children Learning and Development**

**Standard III: Understanding and Organizing Content**

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT  
 UNSATISFACTORY

A. Demonstrating knowledge of content matter and children development.	The teacher's working knowledge of content matter and individual Children development incorporates a broad range of perspectives strongly supports all children learning, and it is current.	The teacher's working knowledge of child development and basic principles of early childhood education incorporate different perspectives, supports all children learning and is current.	The teacher's working knowledge of child development and basic principles of early childhood education reflects a single perspective; support Some children are learning and are usually current.	The teacher's working knowledge of child development and basic principles of early childhood education is inconsistently evident; does not support children learning or may not be current.
B. Organizing curriculum to support children understanding of content matter	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them, reveals and values a broad range of perspectives, and is organized to ensure that all children develop concepts.	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, reveals and values different perspectives, and supports an understanding of child development concepts for all children.	The curriculum is loosely organized, inconsistently demonstrates concepts, themes, and skills, reveals and values different perspectives, and supports an understanding of child development concepts for all children.	The curriculum is not organized and rarely demonstrates concepts, themes, and skills, rarely values different perspectives or rarely supports children; understanding of child development concepts.
C. Interrelating ideas and information within and across content matter areas.	The teacher facilitates children as they identify and integrate concepts and information with and across curriculum, relate content to their lives and previous learning and use this to extend their understanding.	The teacher identify and integrate key concepts and information within the curriculum, relate content to children lives and use previous learning to extend children understanding.	The teacher identifies some key concepts and information within the curriculum and attempts to relate content to previous learning without extending children understanding.	The teacher presents curriculum without identifying or integrating key concepts, and information, or does not relate content to previous learning in order to support children understanding.

D. Developing children understanding through instructional strategies that are appropriate to child development	The teacher facilitates as children identify and integrate concepts, and information within and the curriculum, relate content to their lives and previous learning and use this to extend their understanding.	The teacher uses appropriate instructional strategies to make content accessible to children to encourage them to think critically, and to extend their knowledge of child development content.	The teacher may use a few strategies to make content accessible to children, and may encourage some children to think critically, or to extend their knowledge of child development content.	Instructional strategies are not appropriately matched to child development content or concepts, and do not encourage children to think critically, or to extend their knowledge.
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E. Using materials resources, and technologies to make child development content accessible to children	A range of instructional materials, resources, and technologies are integrated into the curriculum to extend children' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources, and support the curriculum and promote children' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources, and technologies are used infrequently to convey key concepts. Materials may reflect diverse perspectives	Instructional materials, resources, and technologies are either not used or used inappropriately. Materials no not reflect diverse perspectives
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**Lynwood Unified School District Early Childhood Education Evaluation Rubrics  
IV: Planning Instruction and Designing Learning  
and Development Experiences for ECE Children**

**Standard**

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT  
UNSATISFACTORY

<p>A. Drawing on and valuing children background, interest, and developmental learning needs.</p>	<p>Instructional plans build on children backgrounds, experiences, interest, and developmental needs to support all children learning.</p>	<p>Instructional plans reflect children backgrounds, experiences, interest, and developmental needs to support all children learning.</p>	<p>Instructional plans are partially drawn from information about children backgrounds, experiences, interest, and developmental needs to support development for all learning.</p>	<p>Instructional plans do not match or reflect children backgrounds, experiences, interest, and developmental needs and do not support children learning.</p>
<p>B. Establishing and articulating goals children learning</p>	<p>Short-term and long term instructional goals are set by teacher and children, and integrate children language experience, and home and school expectations. Goals are appropriately challenging for all children and represent valuable learning. Expectations for children are consistently high.</p>	<p>Short-term and long term instructional goals are based on children's language, experience, and home and school expectations. Goals are appropriately challenging for all children and represent valuable learning. Expectations for children are consistently high</p>	<p>Some instructional goals address children's language, experience, and/or home and school expectations. Expectations for children are in consistently.</p>	<p>Instructional goals are not established or do not address children language, experiences, or home and school expectations. Expectations for children are low.</p>

<p>C. Developing and sequencing instructional activities and materials for children learning.</p>	<p>Instructional activities and materials differentiated to reflect individual children interest and developmental needs and engage in all children in meaningful learning goals and are logically sequenced to clarify content and concepts.</p>	<p>Instructional activities and materials are appropriate and the learning goals, make content and concepts relevant, and engage in most children in meaningful learning. Activities are logically sequenced within individual lesson.</p>	<p>Instructional activities and materials are partially appropriate to children and the learning goals and engage in some children in meaningful learning. Some activities are logically sequenced within individual lesson</p>	<p>Instructional activities and materials are not appropriate to children or the instructional goals do not engage children in meaningful learning. Activities are not logically sequenced.</p>
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Lynwood Unified School District Early Childhood Education Evaluation Rubrics

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT UNSATISFACTORY

<p>D. Designing short and long-term plans to foster children's learning.</p>	<p>Long and short-term plans are highly coherent. Learning sequences are responsive to the needs of individual children and promote understanding of complex concepts.</p>	<p>Long and short-term plans have a coherent structure, with learning activities in individual lesson well sequenced to promote understanding concepts.</p>	<p>Long and short plans have a recognizable structure, although the sequenced of individual lessons is uneven and only partially helps children development conceptual understanding.</p>	<p>Individual lessons plan has little or no relation to long and short-term goals, or a unit plan has little recognizable structure.</p>
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E. Modifying instructional plans to adjust for children needs.	Instructional goals are modified as needed, based on formal and informal assessments and children suggestions to ensure deeper conceptual understanding by all children	Instructional goals are modified as needed to enhance children learning based on formal and informal assessments.	Modification to instructional goals address only superficial aspects of the learning.	Instructional goals are not modified, despite evidence that modifications would improve children learning.
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Lynwood Unified School District Early Childhood Education Evaluation Rubrics  
Standard V: Assessing and Documenting ECE Children  
Learning and Development

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT UNSATISFACTORY

A. Establishing and communicating learning for all children	Learning goals are established by the teacher, children and families, are appropriate to the children needs and the curriculum, and needs of district and state expectation. Goals are communicated to all children and families and are revised as needed.	Learning goals are established in relation to the children needs and the curriculum and meet of district and state expectation. Goals are communicated to all children and families and are revised as needed.	Learning goals are established to meet district and state expectation. Goals are communicated to all children without revised.	Few or no learning goals are established. Learning goals are not revised or clearly communicated to the children.
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B. Collecting and using multiple sources of information to assess children learning.	The teacher uses a variety of sources to collect information about children learning and a wide range of appropriate assessment strategies to understand children progress.	The teacher uses a variety of sources to collect information about children learning and several appropriate assessment strategies to understand children progress.	The teacher uses one or two sources of information to assess children learning and one or two assessment strategies to understand children progress.	The teacher uses no consistent sources of information to assess children learning and /or uses assessment strategies that are not appropriate to children learning.
C. Involving and guiding all children in assessing their own progress.	Ongoing children reflection and self assessment are integrated into the learning process.	Children reflection and self-assessment are included in most learning activities.	Children reflection is encouraged and guided by the teacher during some activities.	The teacher does not encourage children to reflect on or monitor their own learning.
D. Using the results of assessment to guide instructions	Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual children needs and achievement. Assessments are used to adjust instructions while teaching in response to children needs.	Information from a variety of ongoing assessments is used to plan and modify learning activities, as well as to meet class and individual children needs and achievement. Assessments are occasionally used to adjust instructions while teaching.	Information from a limited range of assessments is used to plan and modify learning activities and may support class needs and achievement. Assessment are not used to adjust instructions while teaching.	Information about children learning is inappropriate or not used by the teacher to plan, guide, or adjust instruction.

<p>E. Communicating with children, families, and other audiences about children progress.</p>	<p>Children's participated with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.</p>	<p>The teacher regularly exchanges information about children's learning with families and support personnel in ways that improve understanding and encourage academic progress.</p>	<p>The teacher provides information about children's learning to child, families and support personnel and to promote understanding and academic progress.</p>	<p>The teacher provides some information about learning to families, and support personnel but the information is incomplete.</p>
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Lynwood Unified School District Early Childhood Education Evaluation Rubrics  
 Standard VI: Developing as a Professional Early Childhood Educator

ELEMENTS EXCEED STANDARDS MEETS DISTRICT STANDARDS NEEDS IMPROVEMENT UNSATISFACTORY

A. Reflecting on teaching practice and planning professional development	The teacher reflects on his or her teaching practice in relation to children learning and Instructional goals, assesses growth over time, and plans professional development based on reflection.	The teacher reflects on his or her teaching practice in relation to areas of concern and children learning, assesses growth over time, and may use reflection to plan professional development.	The teacher reflects on some learning and areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assesses growth over time or to plan professional development.
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B. Establishing professional goals and pursuing opportunities to grow professionally.	Professional goals are extended, and the teacher purposefully pursues opportunities to expand knowledge and skills and contribute to the professional community	Professional goals are developed, and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community	Professional goals are established with assistance, the teacher pursues opportunities to acquire new knowledge and skills but infrequently participates in the professional community	Professional goals are not established to guide practice. opportunities. The teacher rarely pursues opportunities to develop new knowledge and skills or to participate in the professional community.
C. Working with communities to improve professional practice	The teacher values children communities and uses knowledge of them to benefit children and families, provide children with experiences that support their learning, and promote collaboration between school and community.	The teacher values children communities and develops knowledge of them to benefit children and families, provide children some experiences to support children learning, and support collaboration between school and community	The teacher understands the importance of children communities but is not sure how to apply this to benefit children and families, provide experiences to support learning, or promote collaboration with the school.	The teacher has limited knowledge of children communities or of how to access them to provide learning experiences for children or to promote collaboration with the school.
D. Working with families to improve professional practice	The teacher respects all children, families, understand their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community.	The teacher respects children, families, develops positive communication and an understanding of their diverse background and provides opportunities for families to participation in the classroom or school community.	The teacher respects some children families, initiates communication and develops an understanding of their diverse background and provides opportunities for families to participation in the classroom or school community.	The teacher may demonstrate respect for children families, or their background, but has limited communication with families, and is not sure how to meet children's needs or learning activities to provide opportunities for participation in the classroom or school community.

E. Working with colleagues to improve professional practice	The teacher engages in dialogue and reflection with colleagues. Collaborates with staff to meet and contribute to school wide and district wide decision-making events and learning activities.	The teacher engages in dialogue with colleagues, collaborates with staff to meet children needs, and participates in school wide events.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet children's needs, and participates in school wide events.	The teacher rarely converses with colleagues, rarely converses with colleagues, rarely seeks out other staff, and rarely participates in school or district events or learning activities.
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**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS**

**Standard 1: ASSESSMENT, DATA-BASED DECISION MAKING, and ACCOUNTABILITY**

ELEMENTS	EXCEEDS DISTRICT STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Utilizes appropriate assessment and data collection methods	Applies evaluation data and findings to intervention, instruction, programming, and services through written reports, interventions plans, and meetings/conferences with parents and/or school staff.	Uses assessment and data collection methods that are: -Appropriate for the intended purpose. -Appropriate and individualized for the specific student's cultural, linguistic and disability background. -Sufficient variety for the intended purpose.	Uses assessment and data collection methods that are: -Appropriate for the student -Administered, scored, and Interpreted correctly. -Limited in variety for the intended purpose. -Limited in individualization for the specific student(s).	Uses assessment and data collections methods that are: -Inappropriate for purpose and/or interpreted incorrectly.
B. Contributes to school-wide assessment and data-based practices for academic, social-emotional, and behavioral domains	Fulfills criteria for meeting District Standards and additionally: -Serves as a member of school building level teams (e.g., school improvement team, intervention team, etc.). -Conducts a needs assessment to guide the development and delivery of school-wide programs. -Conducts evaluation of school-wide practices and programs to ensure effectiveness and guide continuous improvements. -Assists with the development and/or delivery of staff professional development to support school-wide assessment practices.	Contributes to school-wide assessment practices in a manner that meets the expectations of the role/school(s). Activities include, but are not limited to: -Collects, or assists with collection, of student data to inform core curriculum and instructional practices. -Researches and helps select assessments for universal screening. -Applies data or curricular decisions and/or instructional practices.	-Responsive to opportunities to contribute to school-wide assessment practices but contributions are insufficient to meet expectations of school(s)/role. -Involved in continued professional growth and learning regarding school-wide practices.	-Lacks knowledge about school-wide assessments and data-based decision making practices -Lacks knowledge about the collection and use of school-wide data. -Fails to take advantage of opportunities to engage in school wide assessment practices.
C. Contributes to progress monitoring and data-based decisions regarding intervention practices for academic, social-emotional, and behavioral domains	Fulfills criteria for meeting District Standards and additionally: -Serves as a member of student level teams (e.g. intervention team, problem solving team, etc.). -Conducts evaluation of intervention practices and programs to ensure effectiveness and guide continuous improvement. -Conducts supplemental diagnostic assessments to assist in intervention selection. -Assist with the development and/or delivery of staff professional development to support intervention practices.	Contributes to progress monitoring and data-based decisions regarding intervention practices in a manner that meets the expectations of the school(s)/role:  Activities include, but are not limited to:  -Collects, or assists with	-Responsive to opportunities to contribute to progress monitoring and data-based decisions regarding intervention practices but contributions are insufficient to meet expectations of school(s)/role. -Involved in continued growth and learning regarding progress monitoring and data-based decision making practices.	-Lacks knowledge about data-based problem solving practices. -Lacks knowledge about the collection and use of progress monitoring data. -Fails to take advantage of opportunities to engage in progress monitoring practices.

		collection, of student progress monitoring data. -Researches and helps select assessments for progress monitoring. -Summarizes progress monitoring data. -Applies progress monitoring data to intervention practices and decisions about need for additional services/supports.		
D. Conducts special education evaluations to inform eligibility, Service, and programming decisions	Fulfills criteria for meeting District Standards and additionally: -Effectively communicates evaluation findings to school staff through written reports and conferences. -Utilizes evaluation findings to inform accurate eligibility, placements, and service decisions.	Conducts evaluations that are: -Appropriate for the student being evaluated. -Informative for instructional and/or programming purposes.	Conducts evaluations that are: -Limited in appropriateness for the students being evaluated. -Limited in providing instructionally relevant information.	Conducts evaluations that are: -Inappropriate for the student being evaluated.
E. Completes student evaluations in a timely manner	Completed all in a timely manner.	Few evaluations completed after compliance due dates for reasons outside the school psychologist's control.	Few evaluations completed after compliance due dates for reasons within the school psychologist's control.	Multiple evaluations completed past compliance due dates.
F. Adheres to established policies & procedures	-Follows established state & school policies and procedures.	N/A	-Demonstrates a pattern of failing state & school policies & procedures.	N/A

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS**

**Standard 2: INTERVENTIONS AND INSTRUCTIONAL SUPPORT TO DEVELOP ACADEMIC, SOCIAL, AND LIFE SKILLS**

ELEMENTS	EXCEEDS DISTRICT STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Contributes to school-wide curricular and instructional practices for academic, social-emotional, and behavioral domains	Fulfills criteria for meeting District Standards and additionally: -Serves as a member of school building level teams (e.g. school intervention team). -Conducts evaluation of school wide practices to ensure effectiveness and guide continuous improvement. -Assist with the development to support school-wide practices.	Contributes to school-wide curricular and instructional practices in a manner that is consistent with the role/school(s). Examples: -Research and help select instructional strategies, approaches. -Assist in the collection of information about implementation integrity. -Assist with student safety and bullying activities.	-Responsive to opportunities to contribute to school-wide curriculum and instruction practices but contributions are insufficient to meet expectations of role/school(s). -Involved in continued professional growth and learning regarding curriculum and instruction for academic, social-emotional, or behavioral domains.	-Lacks knowledge about curriculum and standards for academic, social-emotional, and behavioral domains. -Lacks knowledge about instructional strategies and approaches for academic, social-emotional, and behavioral domains. -Fails to take advantage of opportunities to engage in continued professional growth and learning.
B. Contributes to intervention practices for academic, social-emotional, and behavioral domains	Fulfills criteria for meeting District Standards and additionally: -Serves as a member of student level teams (e.g. intervention team, problem solving team, etc.). -Conducts evaluation of intervention practices to ensure effectiveness and guide continuous improvement. -Assist with developments and/or delivery of staff professional development to support intervention practices.	Contributes to intervention practices in a manner that meets the expectations of the role/school(s). Examples: -Research and helps select intervention strategies and approaches for school(s). -Helps develop intervention plans for individual students or small groups of students. -Applies progress monitoring data to intervention practices & decisions about need for additional services/supports. Assist staff in learning & implementing new intervention strategies, or approaches. Provide intervention services to individual students or small groups.	-Responsive to opportunities to contribute to intervention practices but contributions are insufficient to meet expectations of school(s)/role. -Involved in continued professional growth and learning regarding intervention practices.	-Lacks knowledge about intervention strategies and practices. -Fails to take advantage of opportunities to engage in continued professional growth and learning.
C. Contributes to crisis response and intervention practices when appropriate	Fulfills criteria for meeting District Standards and additionally: -Conducts evaluations of crisis response and intervention practices to assess effectiveness and guide continuous improvements.	Contributes to crisis response and intervention practices in a manner that meets the expectations of the role/school(s). -Assist in development of crisis	-Responsive to opportunities to contribute to crisis response and intervention practices but contributions are insufficient to meet expectations of	-Lacks knowledge about crisis response and intervention practices. -Fails to take advantage of opportunities to engage in

	-Assist with the development and/or delivery of staff professional development on crisis response and intervention. -Collaborates with community agencies to provide coordinated response and services to crisis situations.	response and intervention plans. -Participates in school-wide crisis response and intervention training. -Provides crisis intervention services to students, staff, and community.	school(s)/role. -Involved in continued professional growth and learning regarding crisis response and intervention.	continued professional growth and learning.
D. Utilizes information about student background and characteristics to inform instruction, intervention, I and service delivery decisions	Fulfills criteria for meeting District Standards and additionally: -Provides mentoring and coaching to colleagues regarding issues of diversity and student learning. -Applies knowledge in innovative ways to assist students, school(s). Examples: addressing issues of disproportionality in special education identification or suspension/expulsion data.	-Demonstrates an understanding of influence of diversity factors through recommended strategies, interventions. -Knowledge and skills meet the expectations of the role and school(s) population.	-Is involved in continued professional growth regarding student diversity and academic, social-emotional, and behavioral outcomes. -Demonstrate limited application of this knowledge to instructional practices and service delivery.	-Lacks an understanding of the influence of factors such as culture, linguistic, socioeconomic status, gender or gender identity, national origin, religion, disability, health status on student learning and behavior. -Fails to take advantage of opportunities to engage in continued professional growth and learning.

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS**

**Standard 3: CONSULTATION AND COLLABORATION**

ELEMENTS	EXCEEDS DISTRICT STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Engages in consultation and collaboration with school staff	Fulfills criteria for meeting District Standards and additionally: -Provides mentoring and coaching to colleagues regarding consultation strategies. -Applies knowledge to assist students and/or school staff. Examples: -Facilitate/Assist with process for collaborative team meetings.	-Effectively collaborates with school staff in a manner that meets the expectations of the role/school (s). Examples: -Assists teachers with identifying concerns to target through intervention practices. -Supports teachers with implementing intervention via coaching, providing feedback, modeling, etc. -Works well with others as part of a team (e.g., intervention team, problem solving team, multidisciplinary team, case conference committee. -Utilizes facilitation and conflict resolution skills and strategies.	-Is involved in continued professional growth regarding consultation and collaboration strategies. -Demonstrate limited application of knowledge and skills to expected roles and responsibilities.	-Lacks knowledge and skills about effective consultation strategies and practices. -Fails to take advantage of opportunities to engage in continued professional growth and learning.
B. Engages in consultation and collaboration with parents and families	Fulfills criteria for meeting District Standards and additionally: -Assists with the development and/or delivery of staff professional development on collaboration and consultation. -Provides mentoring and coaching to colleagues regarding consultation strategies. -Uses consultation and collaboration when working at the individual, classroom, or school. -Applies knowledge in innovative ways to assist students and families.	-Effectively engages in consultation and collaboration with parents and families in a manner that meets the expectations of the role/school(s). Examples: -Discussion parent concerns and provides suggestions for strategies to use at home. -Clearly explains assessment data and intervention strategies. -Explains school procedures for services such as special education, intervention, etc. -Clearly explains evaluation findings following special education evaluation. -Answers questions clearly and comprehensively.	-Is involved in continued professional growth regarding consultation and collaboration strategies. -Practices may not demonstrate application of this knowledge to expected roles and responsibilities.	-Lacks knowledge about effective consultation strategies and practices, and/or -Fails to take advantage of opportunities to engage in continued professional growth and learning.
C. Engages in	Fulfills criteria for meeting District Standards	-Effectively engages in	-Is involved in continued	-Lacks knowledge about effective

consultation and collaboration with community agencies and providers	and additionally: -Provides mentoring and coaching to colleagues regarding consultation strategies. -Applies knowledge in innovative ways to assist students, families, schools and community.	consultation and collaboration with community agencies in a manner that meets the expectations of the role/school(s). Examples: -Contacts community supports to obtain information needed for instructional programming, -Clearly explains school procedures for services and practices. -Refers students and families to community for services and practices. -Refers students and families to community providers for needed services. -Communicates with community providers in a clear and ethical manner.	professional growth regarding consultation and collaboration strategies. -Practices may not demonstrate application of this knowledge to expected roles and responsibilities.	consultation strategies and practices. -Fails to take advantage of opportunities to engage in continued professional growth and learning.
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**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS**

**Standard 4:**

**LEADERSHIP**

ELEMENTS	EXCEEDS DISTRICT STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Seeks professional growth and learning opportunities to advance one's own knowledge and skill	Fulfills criteria for meeting District Standards and additionally: -Reflects critically on own skills and identifies professional learning needs. -Shares newly learned knowledge and practices with colleagues and school staff.	-Responds well to constructive feedback, -Utilizes feedback to identify areas for professional learning events. -Initiates attendance at optional professional learning events. -Engages in professional reading of current research and practice. -Demonstrates application of knowledge/skills addressed in attended professional learning events.	-Attends mandatory professional learning events Practices may not: -Respond to constructive feedback. -Demonstrate application of knowledge/skill addressed in professional learning events. -Initiate attendance at optional professional learning events.	-Fails to seek or take advantage of opportunities to engage in professional learning. -Fails to respond to feedback from supervisor(s) regarding the need for professional learning.
B. Contributes to School and/or Profession of School Psychology	Fulfills criteria for meeting District Standards and additionally: -Assumes leadership positions in professional organizations or school/district committees, -Mentors school psychology practicum students and interns, as well as fellow colleagues.	-Contributes ideas and expertise to improve the functioning of the school/ district -Participates in activities focused on improving the procedures and practices of the school/district	-Responds to direct request for involvement in school activities or professional advancement activities Practices may not demonstrate: Initiating involvement in activities.	-Rarely or never contributes ideas to improve school, district or cooperative efforts, -Little to no involvement in activities designed to advance the professional practice of school psychologist.
C. Advocates for student success	Fulfills criteria for meeting District Standards and additionally: -Provides support and mentoring to colleagues who are less likely to advocate on behalf of students. -Seeks system level changes that will benefit all students and families.	-Demonstrates concern for student learning and outcomes by advocating for a change in instruction and/or services when needed. -Advocates in a respectful and effective manner.	-Demonstrates concern about student failure or lack of progress -Practices may not demonstrate advocacy for students' needs.	-Demonstrates limited commitment to student growth and learning. -Accepts student failure and lack of growth. -Does not advocate for changes in instruction or services.
D. Respects colleagues, staff, and students	-Interacts with students, colleagues, parents/families, and community members in a respectful manner.	n/a	-Demonstrates a pattern of failing to interact with students, colleagues, parents/families, and community members in a respectful manner.	n/a

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS**

**Standard 5:**

**ETHICAL AND PROFESSIONAL PRACTICE**

ELEMENTS	EXCEEDS DISTRICT STANDARDS	MEETS DISTRICT STANDARDS	NEEDS IMPROVEMENT	UNSATISFACTORY
A. Knowledgeable about ethical and professional standards, and legal regulations	Fulfills criteria for meeting District Standards and additionally: Sets and models high expectations for ethical behavior for staff and students Encourages colleagues to demonstrate ethical behavior.	-Applies expertise to ethical and professional standards, and legal regulations.	-Demonstrates limited knowledge about ethical and professional standards, and legal regulations. -Practices may not include: Adherence to ethical and professional standards.	-Fails to seek or take advantage of opportunities to engage in professional learning.
B. Assists administrators, other school personnel, and parents in understanding regulations relevant to general and special education	Fulfills criteria for meeting District Standards and additionally: Offers professional growth and development activities within district/school.	Shares best practices through modeling and/or consultation.	Provides some relevant expertise when asked by colleagues, school personnel and/or parents.	Fails to provide relevant expertise when asked by colleagues, school personnel and/or parents.
C. Engages in professional development and life-long learning	-Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities, and maintains professional development.	-Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership (through the use of supervision and mentorship opportunities) and maintains professional development. Is able to model this element	Inconsistently participates in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	Fails to participate in any professional development and learning opportunities to improve practice and/or applies little new learning to practice.
D. Utilizes supervision and mentoring for	-Facilitates effective collaboration	Consistently and	Does not consistently	Rarely and/or

	<p>effective practices</p>	<p>with and among colleagues through shared planning and/or informal conversation to create, and maintain a multitiered continuum of services to analyze student performance and plan appropriate interventions, which supports each students' attainment of academic, social, emotional, and behavioral goals at both the classroom and school level.</p> <p>-Models / teaches this element</p>	<p>effectively collaborates with colleagues through shared planning and/or informal conversation to create and maintain a multitiered continuum of services to analyze student performance and plan appropriate interventions, which will support each students' attainment of academic, social, emotional, and behavioral goals at both the classroom and school level.</p>	<p>supervise/mentor/ collaborate with colleagues in ways that create and maintain a multitiered continuum of services to support attainment of student goals.</p>	<p>ineffectively supervises or mentors with colleagues; conversations often lack focus on student performance and/or development.</p>
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**Lynwood Unified School District  
Speech Language Pathologist (SLP) Evaluation Rubric**

**Standard 1. Planning and Preparation**

ELEMENTS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS DISTRICT STANDARDS	EXCEEDS DISTRICT STANDARDS
A. Demonstrating knowledge and skill in the specialist therapy area	SLP demonstrates little or no knowledge and skill in the therapy area.	SLP demonstrates basic knowledge and skill in the therapy area.	SLP demonstrates thorough knowledge and skill in the therapy area.	SLP demonstrates extensive knowledge and skill in the therapy area.
B. Acquiring of information about individual learners	The SLP does not acquire knowledge of individual	The SLP acquires little knowledge or information about individual students as learners from a limited number of sources.	The SLP acquires detailed information about individual students as learners from a variety of sources, and/or in an ongoing manner.	The SLP acquires extensive and detailed information about individual students as learners from a variety of sources, and in an ongoing manner and uses that knowledge to plan an effective and individualized program for each student.
C. Establishing individual goals for the therapy program appropriate to the setting and the students served.	SLP has no clear goals for the individual therapy programs or they are inappropriate to either the situation or to the age of the students.	SLP's goals for the individual therapy program are rudimentary and are partially suitable to the situation and to the age of the students.	SLP's goals for the individual therapy program are clearly appropriate to the situation in the school, to the age of the students and address individual learning styles.	SLP's goals for the individual therapy program are highly appropriate to the situation in the school, to the age of the students and address individual learning styles.
D. Demonstrating knowledge of district, state, and federal regulations and guidelines.	SLP demonstrates little or no knowledge of special education laws and procedures.	SLP demonstrates basic knowledge of special education laws and procedures.	SLP demonstrates knowledge of special education laws and procedures.	SLP's knowledge of special education laws and procedures is extensive; specialist takes a leadership role in reviewing and revising district policies.
E. Demonstrating knowledge of resources, both within and beyond the school and district	SLP demonstrates little or no knowledge of resources for students available through the school or district.	SLP demonstrates basic knowledge of resources for students available through the school or district.	SLP demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	SLP demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
F. Demonstrating valid assessment and interpretation	The SLP is unable to select appropriate diagnostic instruments.	The SLP selects and administers diagnostic instruments without consideration of team/parent input.	The SLP selects and administers diagnostic instruments and procedures based on the student's developmental level, areas of concern and team/parent input. The therapist gathers information on how the student's developmental disorder affects educational performance.	The SLP selects and administers a diagnostic instrument and procedures based on the student's developmental level, areas of concern, and team/parent input. The therapist gathers comprehensive information on how the student's developmental disorder affects educational performance.

**Standard 2: Therapy Environment**

<b>ELEMENTS</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
A. Creating a physical environment that engages students.	The testing and instructional setting is disorganized and poorly suited to working with students. No attempt is made to modify available space or to find alternative space. Materials are rarely available and/or inappropriate for the student's level.	The testing and instructional setting is moderately well organized and moderately well suited to working with students. SLP makes some attempt to modify available space or to find alternative space. Materials are sometimes available.	The testing and instructional setting is well organized; SLP adapts or modifies the available space to meet the need of the students or finds alternative space. Materials are available when needed.	The testing and instructional setting is highly organized and is inviting to students. SLP effectively adapts/modifies the available space to meet the needs of students or find alternative space. Materials are convenient when needed.
B. Establishing rapport with students	SLP's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and therapy area.	SLP's interactions with students are both positive and negative; the SLP's efforts at developing rapport are partially successful.	SLP's interactions with students are positive and respectful; students appear comfortable in the testing and therapy area.	SLP's interactions with all students demonstrate a positive, caring rapport and mutual respect. Interactions are inclusive and appropriate. Students seek out the SLP, reflecting a high degree of comfort and trust in the relationship.
C. Organizing time effectively	SLP exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	SLP's time-management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	SLP exercises good judgment in setting priorities, resulting in clear schedules an important work being accomplished in an efficient manner.	SLP demonstrates excellent time management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules. Transitions are seamless, students assuming some responsibility for efficient operation.
D. Establishing and maintaining standards for student behavior expectations in the therapy setting.	No behavioral expectations have been established and SLP disregards or fails to address negative behavior during evaluation or treatment.	Behavioral expectations appear to have been established for the therapy setting. SLP's attempt to monitor and correct negative student behavior during evaluation and treatments are partially successful.	Behavioral expectations for students have been established for the therapy setting. SLP monitors student behavior against those standards; response to students is appropriate and respectful.	Behavioral expectations for students have been established for the therapy setting. SLP's monitoring of students is subtle and preventative, and students engage in self-monitoring behavior.
E. Developing the therapy program integrated with IEP goals to meet the needs of the individual student	SLP has developed services for students that are unrelated to IEP goals.	SLP has developed services for students that have a guiding principle and include a number of worthwhile activities but some do not fit with the broader IEP goals.	SLP has developed a therapy program that adequately meets the needs of the student as defined in the IEP to support progress toward IEP goals.	SLP has developed a therapy program that is consistent with best practice to effectively service the student to support progress towards IEP goals.

**Standard 3: Evaluation and Intervention**

ELEMENTS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS DISTRICT STANDARDS	EXCEEDS DISTRICT STANDARDS
A. Follows established procedures for referrals	SLP does not follow established district procedures for referrals	SLP inconsistently follows established district procedures for referrals.	SLP adequately follows established district procedures for referrals and for meetings and consultations with parents and administrators.	SLP consistently follows established district procedures for all aspects of referral and testing protocols.
B. Responding to referrals and evaluating student needs	SLP fails to respond to referrals or makes hasty assessment of student's needs.	SLP responds to referrals when pressed and makes adequate assessments of student needs.	SLP responds to referrals and makes thorough assessment of student needs.	SLP is proactive in responding to referrals and makes highly competent assessments of student needs.
C. Communicating with families	SLP fails to communicate with families and secure necessary permission for evaluations or communicates in a insensitive manner.	SLP's communication with families is partially successful; not always adhering to required deadlines; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	SLP communicates with families and secures necessary permission for evaluations adhering to required timelines, doing so in a manner sensitive to cultural and linguistic traditions.	Behavioral expectations for students have been established for the therapy setting. SLP's monitoring of students is subtle and preventative, and students engage in self-monitoring behavior.
D. Collecting information; writing reports	SLP neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	SLP collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	SLP collects all the important information on which to base treatment plans; reports are accurate and appropriate to the audience.	SLP is proactive in collecting important information, interviewing teachers and parents if necessary; reports are accurate and clearly written and is tailored for the audience.
E. Implements therapy services to maximize student success	SLP fails to develop therapy services suitable for students, or plans are mismatched with the findings of assessments.	SLP's services for students are partially suitable for them or sporadically aligned with identified needs. They are not always individualized to specific student needs	SLP implements therapy services for students that are suitable for them and are aligned with identified needs.	SLP implements therapy services for students, finding ways to creatively meet student needs and incorporate many related elements.

**Standard 4: Delivery of Service**

ELEMENTS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS DISTRICT STANDARDS	EXCEEDS DISTRICT STANDARDS
A. Communicate with students effectively	Students are not aware of the skill they are working on; language used is not appropriate for age of students or cognitive ability (not attempt made to clarify instruction).	SLP may clarify the task when questions are asked by restating directions in the same manner. SLP may tell students they are working on categorization without explaining what categorization is to the students.	SLP uses multiple modalities to demonstrate tasks and explain relevant vocabulary (uses visuals along with verbal explanations to explain task); SLP clearly states skill that will be worked on during the session.	SLP asks a student to explain a task to a peer; SLP uses a variety of modalities when demonstrating/explaining tasks.
B. Uses effective questioning and discussion techniques.	SLP does not engage all students; SLP only asks multiple choice questions or "what" questions.	SLP does ask a range of questions but relies on lower level question (uses only concrete examples, no abstract, higher level thinking); SLP facilitates some peer interaction through discussion but does not allow students to develop their own questions for each other.	SLP engages most students by asking a variety of questions and allows students to develop their own questions; SLP involves all students in discussions and uses prompting strategies to encourage all students to participate.	Students initiate spontaneous extension target skills through conversation; Adjustments in complexity are made as the students demonstrate success. SLP structures lessons and language usage to meet the students' needs.
C. Engages students in learning.	Rarely uses a variety of intervention strategies which provide regular opportunities for student to engage in the learning necessary to achieve goals and objectives.	Inconsistently uses a variety of intervention strategies which provide regular opportunities for student to engage in the learning necessary to achieve goals and objectives.	Uses a variety of intervention strategies which provide regular opportunities for student to engage in the learning necessary to achieve goals and objectives. Shares strategies with classroom staff and support specialists for generalization of language and speech skills	Collaborates with instructional staff to integrate the use of strategies throughout educational environments which allow students to generalize language and speech skills and to achieve goals and objectives.
D. Uses assessment in instruction.	SLP administers the same test regardless of the reason for referral; SLP makes little or no effort to assess if students understand the skills being taught or modeled for them.	SLP provides inappropriate feedback on standardized assessments. Students are aware that are being assessed within the session but not aware of their progress with skills.	Clear evidence that a variety of assessments are used regularly with systematic monitoring of progress; SLP provides examples of expected responses and uses other students to model accurate responses.	SLP often asks students to evaluate themselves or peers within the session and allows for peer feedback; SLP consistently and effectively assists students in setting rigorous goals, self-assessing, monitoring and taking responsibility for their progress.
E. Demonstrating flexibility and responsiveness	Therapist adheres to the therapy services in spite of evidence of its inadequacy.	Therapist makes modest changes in the student's therapy services when confronted with evidence of the need for change.	Therapist makes revisions in the student's therapy services when they are needed.	Therapist is continually seeking ways to improve the student's therapy services and makes changes in response to student, parent or teacher input

**Standard 5. Professionalism**

<b>ELEMENTS</b>	<b>UNSATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>MEETS DISTRICT STANDARDS</b>	<b>EXCEEDS DISTRICT STANDARDS</b>
A. Collaborating with staff	SLP is not available to staff or questions and planning and declines to provide background material when requested.	SLP is available to staff for questions and planning and provides background material when requested.	SLP initiates contact with relevant staff to confer regarding individual cases.	SLP seeks out relevant staff and other professionals to confer regarding cases, soliciting their perspectives on individual students.
B. Maintaining an effective data management system	SLP neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	SLP collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	SLP collects all the important information on which to base treatment plans; reports are accurate and appropriate to the audience.	SLP is proactive in collecting important information, interviewing teachers and parents if necessary; reports are accurate and clearly written and is tailored for the audience.
C. Engaging in professional development	SLP does not participate in professional development activities, even when such activities are clearly needed for the development of skills.	SLP's participation in professional development activities is limited to those that are convenient and required.	SLP implements therapy services for students that are suitable for them and are aligned with identified needs.	SLP implements therapy services for students, finding ways to creatively meet student needs and incorporate many related elements.
D. Showing professionalism, including integrity, advocacy and maintaining confidentiality	SLP displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	SLP makes modest changes in the student's therapy services when confronted with evidence of the need for change.	SLP makes revisions in the student's therapy services when they are needed.	SLP is continually seeking ways to improve the student's therapy services and makes changes in response to student, parent or teacher input.

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS/COUNSELORS**

**STANDARD 1: ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING**

ELEMENT	Exceeds District Expectations	Meets District Expectations	Needs Improvement	Unsatisfactory
A. Ensure all students are engaged in a system of support designed for learning and academic success	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Ensures all students understand and know how to access personal, social, and career resources.</li> <li>Assesses the academic needs of all students and uses these assessments in planning for programs, services, and activities, and intervention.</li> <li>Connects all students to a system of support programs, services, activities, and opportunities to ensure learning and high achievement.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Ensures most students understand and know how to access personal, social, and career resources.</li> <li>Assesses the academic needs of most students and uses these assessments in planning for programs, services, and activities, and intervention.</li> <li>Connects most students to a system of support programs, services, activities, and opportunities to ensure learning and high achievement.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Ensures some students understand and know how to access personal, social, and career resources.</li> <li>Assesses the academic needs of some students and uses these assessments in planning for programs, services, and activities, and intervention.</li> <li>Connects some students to a system of support programs, services, activities, and opportunities to ensure learning and high achievement.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Does not ensure any students understand or know how to access personal, social, and career resources.</li> <li>Does not assess the academic needs of any students or use these assessments in planning for programs, services, and activities, and intervention.</li> <li>Does not connect students to a system of support programs, services, activities, and opportunities to ensure learning and high achievement.</li> </ul>
B. Advocate for educational opportunity, equity and access for all students	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Ensures that all students and parents/guardians are informed about and understand the full range of educational options.</li> <li>Addresses effectively current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for all students.</li> <li>Acts effectively as systems change agent to correct policies and practices that adversely affect student learning or that stratify learning opportunities.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Ensures that most students and parents/guardians are informed about and understand the full range of educational options.</li> <li>Addresses current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for most students.</li> <li>Acts as systems change agent to correct policies and practices that adversely affect student learning or that stratify learning opportunities.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Ensures that some students and parents/guardians are informed about and understand the full range of educational options.</li> <li>Addresses current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for some students.</li> <li>Rarely acts as systems change agent to correct policies and practices that adversely affect student learning or that stratify learning opportunities.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Does not ensure that any students and parents/guardians are informed about and understand the full range of educational options.</li> <li>Does not address current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for any students.</li> <li>Does not act as systems change agent to correct policies and practices that adversely affect student learning or that stratify learning opportunities.</li> </ul>
C. Identify student problems in their earliest stages and implement prevention and intervention strategies	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Effectively identifies early signs and predictors of student learning problems.</li> <li>Effectively works with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children.</li> <li>Effectively develops and implements programs for students and parents/guardians to prevent learning problems and promote academic growth.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Identifies early signs and predictors of student learning problems.</li> <li>Works with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children.</li> <li>Develops and implements programs for students and parents/guardians to prevent learning problems and promote academic growth.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Rarely identifies early signs and predictors of student learning problems.</li> <li>Rarely works with teachers, parent/guardians, and family member to help them eliminate barriers to learning and achievement and support high achievement for their children.</li> <li>Rarely develops and implements programs for students and parents/guardians to prevent learning problems and promote academic growth.</li> </ul>	<p><i>The Counselor:</i></p> <ul style="list-style-type: none"> <li>Does not identify early signs and predictors of student learning problems.</li> <li>Does not work with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children.</li> <li>Does not develop and implement programs for students and parent/guardians to prevent learning problems and promote academic growth.</li> </ul>

**LYNWOOD UNIFIED SCHOOL DISTRICT**  
EVALUATION RUBRICS/COUNSELORS

**STANDARD 2: PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS**

ELEMENT	Exceeds District Expectations	Meets District Expectations	Needs Improvement	Unsatisfactory
A. Demonstrate organization skills	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Utilizes skills in systems change and organizational development to build programs for all students.</li> <li>Utilizes knowledge of local, state, and national standards as a guide in developing student-support programs.</li> <li>Designs programs based on current research findings in variety of fields related to student growth and development including nutrition, exercise, brain development, medical advances, technology, and others.</li> <li>Manages time and task responsibilities.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Utilize skills in systems change and organizational development to build programs for most students.</li> <li>Utilize knowledge of local, state, and national standards as a guide in developing student-support programs.</li> <li>Design programs based on current research findings in variety of fields related to student growth and development including nutrition, exercise, brain development, medical advances, technology, and others.</li> <li>Manage time and task responsibilities.</li> </ul>	<p><i>The Counselor partially/rarely:</i></p> <ul style="list-style-type: none"> <li>Utilizes skills in systems change and organizational development to build programs for some students.</li> <li>Utilizes knowledge of local, state, and national standards as a guide in developing student-support programs.</li> <li>Designs programs based on current research findings in variety of fields related to student growth and development including nutrition, exercise, brain development, medical advances, technology, and others.</li> <li>Manages time and task responsibilities.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Utilize skills in systems change and organizational development to build programs for any students.</li> <li>Utilize knowledge of local, state, and national standards as a guide in developing student-support programs.</li> <li>Design programs based on current research findings in variety of fields related to student growth and development including nutrition, exercise, brain development, medical advances, technology, and others.</li> <li>Manage time and task responsibilities.</li> </ul>
B. Develop outcome-based programs	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Addresses student outcomes in personal, social, academic, and career development.</li> <li>Develops and implements programs that build student assets, address personal challenges, and strengthen learning and achievement.</li> <li>Develops and implements programs that increase interpersonal awareness, social skills, and effective interpersonal communication.</li> <li>Designs and implements career-development programs that increase student knowledge of their skills, personality, interests, and values related to education and career choice, and promote life-long learning values.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Address student outcomes in personal, social, academic, and career development.</li> <li>Develop and implement programs that build student assets, address personal challenges, and strengthen learning and achievement.</li> <li>Develop and implement programs that increase interpersonal awareness, social skills, and effective interpersonal communication.</li> <li>Design and implement career-development programs that increase student knowledge of their skills, personality, interests, and values related to education and career choice, and promote life-long learning values.</li> </ul>	<p><i>The Counselor partially/rarely:</i></p> <ul style="list-style-type: none"> <li>Addresses student outcomes in personal, social, academic, and career development.</li> <li>Develops and implements programs that build student assets, address personal challenges, and strengthen learning and achievement.</li> <li>Develops and implements programs that increase interpersonal awareness, social skills, and effective interpersonal communication.</li> <li>Designs and implements career-development programs that increase student knowledge of their skills, personality, interests, and values related to education and career choice, and promote life-long learning values.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Address student outcomes in personal, social, academic, and career development.</li> <li>Develop and implement programs that build student assets, address personal challenges, and strengthen learning and achievement.</li> <li>Develop and implement programs that increase interpersonal awareness, social skills, and effective interpersonal communication.</li> <li>Design and implement career-development programs that increase student knowledge of their skills, personality, interests, and values related to education and career choice, and promote life-long learning values.</li> </ul>
C. Assess student's needs outcomes and analyze student data	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Implements program evaluation as a regular, ongoing part of the assessment and improvement process.</li> <li>Assesses measurable student outcomes of programs and services.</li> <li>Utilizes evaluation data to monitor progress and involve other stakeholders in the assessment and improvement process.</li> <li>Presents outcomes of programs to all stakeholders as part of ongoing individual and program accountability.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Implement program evaluation as a regular, ongoing part of the assessment and improvement process.</li> <li>Assess measurable student outcomes of programs and services.</li> <li>Utilize evaluation data to monitor progress and involve other stakeholders in the assessment and improvement process.</li> <li>Present outcomes of programs to all stakeholders as part of ongoing individual and program accountability.</li> </ul>	<p><i>The Counselor partially/rarely:</i></p> <ul style="list-style-type: none"> <li>Implements program evaluation as a regular, ongoing part of the assessment and improvement process.</li> <li>Assesses measurable student outcomes of programs and services.</li> <li>Utilizes evaluation data to monitor progress and involve other stakeholders in the assessment and improvement process.</li> <li>Presents outcomes of programs to all stakeholders as part of ongoing individual and program accountability.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Implement program evaluation as a regular, ongoing part of the assessment and improvement process.</li> <li>Assess measurable student outcomes of programs and services.</li> <li>Utilize evaluation data to monitor progress and involve other stakeholders in the assessment and improvement process.</li> <li>Present outcomes of programs to all stakeholders as part of ongoing individual and program accountability.</li> </ul>

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS/COUNSELORS**

**STANDARD 3: UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT**

ELEMENT	Exceeds District Expectations	Meets District Expectations	Needs Improvement	Unsatisfactory
A. Assess student characteristics and utilize the information to plan for individual student growth and achievement	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Assesses individual student strengths, hopes, aspirations, and challenges related to academic, career, personal, and social development.</li> <li>Gathers relevant information on items such as health and development, language and culture, classroom and community environment, learning styles, socioeconomic, and resiliency factors.</li> <li>Collects data from inventories, surveys, tests, and other assessments.</li> <li>Involves parents/guardians in the assessment and planning process for each student.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Assess individual student strengths, hopes, aspirations, and challenges related to academic, career, personal, and social development.</li> <li>Gather relevant information on items such as health and development, language and culture, classroom and community environment, learning styles, socioeconomic, and resiliency factors.</li> <li>Collect data from inventories, surveys, tests, and other assessments.</li> <li>Involves parents/guardians in the assessment and planning process for each student.</li> </ul>	<p><i>The Counselor seldom:</i></p> <ul style="list-style-type: none"> <li>Assesses individual student strengths, hopes, aspirations, and challenges related to academic, career, personal, and social development.</li> <li>Gathers relevant information on items such as health and development, language and culture, classroom and community environment, learning styles, socioeconomic, and resiliency factors.</li> <li>Collects data from inventories, surveys, tests, and other assessments.</li> <li>Involves parents/guardians in the assessment and planning process for each student.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Assess individual student strengths, hopes, aspirations, and challenges related to academic, career, personal, and social development.</li> <li>Gather relevant information on items such as health and development, language and culture, classroom and community environment, learning styles, socioeconomic, and resiliency factors.</li> <li>Collect data from inventories, surveys, tests, and other assessments.</li> <li>Involves parents/guardians in the assessment and planning process for each student.</li> </ul>
B. Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Informs students and their parents/guardians about the meaning and importance of using multiple sources of information in considering a student's potential and life goals.</li> <li>Interprets and clarifies test results so that students and parents can understand what the data means and how it can be used in education and life planning.</li> <li>Works with students to develop plans to achieve and attain their goals and aspirations.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Inform students and their parents/guardians about the meaning and importance of using multiple sources of information in considering a student's potential and life goals.</li> <li>Interpret and clarify test results so that students and parents can understand what the data means and how it can be used in education and life planning.</li> <li>Work with students to develop plans to achieve and attain their goals and aspirations.</li> </ul>	<p><i>The Counselor seldom:</i></p> <ul style="list-style-type: none"> <li>Informs students and their parents/guardians about the meaning and importance of using multiple sources of information in considering a student's potential and life goals.</li> <li>Interprets and clarifies test results so that students and parents can understand what the data means and how it can be used in education and life planning.</li> <li>Works with students to develop plans to achieve and attain their goals and aspirations.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Inform students and their parents/guardians about the meaning and importance of using multiple sources of information in considering a student's potential and life goals.</li> <li>Interpret and clarify test results so that students and parents can understand what the data means and how it can be used in education and life planning.</li> <li>Work with students to develop plans to achieve and attain their goals and aspirations.</li> </ul>
C. Monitor student personal, academic and career progress	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Maintains records of student academic progress toward promotion and graduation.</li> <li>Provides students and their parents/guardians with current assessment data to facilitate educational and career planning.</li> <li>Counsels students to develop healthy personal and social behavior and well-being.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Maintain records of student academic progress toward promotion and graduation.</li> <li>Provide students and their parents/guardians with current assessment data to facilitate educational and career planning.</li> <li>Counsel students to develop healthy personal and social behavior and well-being.</li> </ul>	<p><i>The Counselor seldom:</i></p> <ul style="list-style-type: none"> <li>Maintains records of student academic progress toward promotion and graduation.</li> <li>Provides students and their parents/guardians with current assessment data to facilitate educational and career planning.</li> <li>Counsels students to develop healthy personal and social behavior and well-being.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Maintain records of student academic progress toward promotion and graduation.</li> <li>Provide students and their parents/guardians with current assessment data to facilitate educational and career planning.</li> <li>Counsel students to develop healthy personal and social behavior and well-being.</li> </ul>

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS/COUNSELORS**

**STANDARD 4: COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES**

ELEMENT	Exceeds District Expectations	Meets District Expectations	Needs Improvement	Unsatisfactory
A. Build and maintain student support teams for student achievement	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Integrates programs and services designed to meet student developmental challenges and eliminate the achievement gap.</li> <li>Develops learning communities of student-support professionals, parents, and community members to promote student success.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Integrate programs and services designed to meet student developmental challenges and eliminate the achievement gap.</li> <li>Develop learning communities of student-support professionals, parents, and community members to promote student success.</li> </ul>	<p><i>The Counselor rarely:</i></p> <ul style="list-style-type: none"> <li>Integrates programs and services designed to meet student developmental challenges and eliminate the achievement gap.</li> <li>Develops learning communities of student-support professionals, parents, and community members to promote student success.</li> </ul>	<p><i>The Counselor does not :</i></p> <ul style="list-style-type: none"> <li>Integrate programs and services designed to meet student developmental challenges and eliminate the achievement gap.</li> <li>Develop learning communities of student-support professionals, parents, and community members to promote student success.</li> </ul>
B. Develop working relationships within the school that include school staff members, parents/guardians, and community members	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Builds networks of individuals working with in the school and community on education-related endeavors.</li> <li>Develops collaborative teams of educators, families, and community members, ensuring the inclusion of the diverse populations within the school and community, to maximize the support students need to become successful.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Build networks of individuals working with in the school and community on education-related endeavors.</li> <li>Develop collaborative teams of educators, families, and community members, ensuring the inclusion of the diverse populations within the school and community, to maximize the support students need to become successful.</li> </ul>	<p><i>The Counselor partially/seldom:</i></p> <ul style="list-style-type: none"> <li>Builds networks of individuals working with in the school and community on education-related endeavors.</li> <li>Develops collaborative teams of educators, families, and community members, ensuring the inclusion of the diverse populations within the school and community, to maximize the support students need to become successful.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Build networks of individuals working with in the school and community on education-related endeavors.</li> <li>Develop collaborative teams of educators, families, and community members, ensuring the inclusion of the diverse populations within the school and community, to maximize the support students need to become successful.</li> </ul>
C. Coordinate support from community agencies	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Coordinates support from community business, industries, services clubs, agencies, and families to increase student academic achievement and work experiences.</li> <li>Coordinates a referral process for parents/guardians and students that facilitates access to community resources.</li> <li>Supports a positive school environment that values diversity within the school and community.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Coordinate support from community business, industries, services clubs, agencies, and families to increase student academic achievement and work experiences.</li> <li>Coordinate a referral process for parents/guardians and students that facilitates access to community resources.</li> <li>Support a positive school environment that values diversity within the school and community.</li> </ul>	<p><i>The Counselor partially/seldom:</i></p> <ul style="list-style-type: none"> <li>Coordinates support from community business, industries, services clubs, agencies, and families to increase student academic achievement and work experiences.</li> <li>Coordinates a referral process for parents/guardians and students that facilitates access to community resources.</li> <li>Supports a positive school environment that values diversity within the school and community.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Coordinate support from community business, industries, services clubs, agencies, and families to increase student academic achievement and work experiences.</li> <li>Coordinate a referral process for parents/guardians and students that facilitates access to community resources.</li> <li>Support a positive school environment that values diversity within the school and community.</li> </ul>

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS/COUNSELORS**

**STANDARD 5: PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS**

ELEMENT	Exceeds District Expectations	Meets District Expectations	Needs Improvement	Unsatisfactory
A. Promote a positive, safe, and supportive learning environment	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Facilitates the development of positive school environment that promotes active school engagement.</li> <li>Ensures that students understand the relationship between rules, laws, safety, and the protection of individual rights.</li> <li>Promotes school safety and the reduction of verbal, emotional, psychological, and physical violence.</li> <li>Advocates for the safety and well-being of all students through prevention, intervention, and treatment.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Facilitate the development of positive school environment that promotes active school engagement.</li> <li>Ensure that students understand the relationship between rules, laws, safety, and the protection of individual rights.</li> <li>Promote school safety and the reduction of verbal, emotional, psychological, and physical violence.</li> <li>Advocate for the safety and well-being of all students through prevention, intervention, and treatment.</li> </ul>	<p><i>The Counselor seldom:</i></p> <ul style="list-style-type: none"> <li>Facilitates the development of positive school environment that promotes active school engagement.</li> <li>Ensures that students understand the relationship between rules, laws, safety, and the protection of individual rights.</li> <li>Promotes school safety and the reduction of verbal, emotional, psychological, and physical violence.</li> <li>Advocates for the safety and well-being of all students through prevention, intervention, and treatment.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Facilitate the development of positive school environment that promotes active school engagement</li> <li>Ensure that students understand the relationship between rules, laws, safety, and the protection of individual rights</li> <li>Promote school safety and the reduction of verbal, emotional, psychological, and physical violence</li> <li>Advocate for the safety and well-being of all students through prevention, intervention, and treatment</li> </ul>
B. Develop and implement programs that address the personal and social risk factors of students	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Collaborates with others to provide programs that reduce student at-risk behaviors.</li> <li>Identifies and responds to individual students who display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.</li> <li>Educates students, parents, staff members and the school community about the negative effects of verbal and physical abuse, gang activity, discrimination and stereotyping.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Collaborate with others to provide programs that reduce student at-risk behaviors.</li> <li>Identify and respond to individual students who display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.</li> <li>Educate students, parents, staff members and the school community about the negative effects of verbal and physical abuse, gang activity, discrimination and stereotyping.</li> </ul>	<p><i>The Counselor seldom:</i></p> <ul style="list-style-type: none"> <li>Collaborates with others to provide programs that reduce student at-risk behaviors.</li> <li>Identifies and responds to individual students who display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.</li> <li>Educates students, parents, staff members and the school community about the negative effects of verbal and physical abuse, gang activity, discrimination and stereotyping.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Collaborate with others to provide programs that reduce student at-risk behaviors</li> <li>Identify and respond to individual students who display early warning signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems.</li> <li>Educate students, parents, staff members and the school community about the negative effects of verbal and physical abuse, gang activity, discrimination and stereotyping.</li> </ul>
C. Support school safety that addresses elements of prevention and intervention within the school system	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Utilizes research-based models and programs designed to detect and limit the occurrence of violence and promote positive social relations in the classroom and on school campuses.</li> <li>Develops implements and maintains crisis intervention procedures and practices and crisis management plans.</li> <li>Promotes the importance of a healthy balanced lifestyle in students including nutrition, fitness and positive use of leisure time.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Utilize research-based models and programs designed to detect and limit the occurrence of violence and promote positive social relations in the classroom and on school campuses.</li> <li>Develop, implement and maintain crisis intervention procedures and practices and crisis management plans.</li> <li>Promote the importance of a healthy balanced lifestyle in students including nutrition, fitness and positive use of leisure time.</li> </ul>	<p><i>The Counselor rarely/partially:</i></p> <ul style="list-style-type: none"> <li>Utilizes research-based models and programs designed to detect and limit the occurrence of violence and promote positive social relations in the classroom and on school campuses.</li> <li>Develops implements and maintains crisis intervention procedures and practices and crisis management plans.</li> <li>Promotes the importance of a healthy balanced lifestyle in students including nutrition, fitness and positive use of leisure time.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Utilize research-based models and programs designed to detect and limit the occurrence of violence and promote positive social relations in the classroom and on school campuses.</li> <li>Develop, implement and maintain crisis intervention procedures and practices and crisis management plans.</li> <li>Promote the importance of a healthy balanced lifestyle in students including nutrition, fitness and positive use of leisure time.</li> </ul>

**LYNWOOD UNIFIED SCHOOL DISTRICT  
EVALUATION RUBRICS/COUNSELORS**

**STANDARD 6: DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR**

ELEMENT	Exceeds District Expectations	Meets District Expectations	Needs Improvement	Unsatisfactory
A. Establish professional goals and pursue opportunities to improve	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Continues to learn and expand professional roles and responsibilities.</li> <li>Establishes goals and identifies opportunities for professional growth and development including knowledge about current trends in the field of school counseling and education.</li> <li>Uses professional literature and other professional development opportunities including advanced certification and specialization to develop as highly-qualified school counseling professional.</li> <li>Benefits from and contribute to professional organizations to improve competence as a school counselor.</li> <li>Solicits input from stakeholders to improve professional practices.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Continue to learn and expand professional roles and responsibilities.</li> <li>Establish goals and identify opportunities for professional growth and development including knowledge about current trends in the field of school counseling and education.</li> <li>Use professional literature and other professional development opportunities including advanced certification and specialization to develop as highly-qualified school counseling professional.</li> <li>Benefit from and contribute to professional organizations to improve competence as a school counselor.</li> <li>Solicit input from stakeholders to improve professional practices.</li> </ul>	<p><i>The Counselor rarely:</i></p> <ul style="list-style-type: none"> <li>Continues to learn and expand professional roles and responsibilities.</li> <li>Establishes goals and identifies opportunities for professional growth and development including knowledge about current trends in the field of school counseling and education.</li> <li>Uses professional literature and other professional development opportunities including advanced certification and specialization to develop as highly-qualified school counseling professional.</li> <li>Benefits from and contribute to professional organizations to improve competence as a school counselor.</li> <li>Solicits input from stakeholders to improve professional practices.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Continue to learn and expand professional roles and responsibilities.</li> <li>Establish goals and identify opportunities for professional growth and development including knowledge about current trends in the field of school counseling and education.</li> <li>Use professional literature and other professional development opportunities including advanced certification and specialization to develop as highly-qualified school counseling professional.</li> <li>Benefit from and contribute to professional organizations to improve competence as a school counselor.</li> <li>Solicit input from stakeholders to improve professional practices.</li> </ul>
B. Model effective practices and continuous progress in school counseling	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Reflects on professional practices, analyze personal progress as a school counselor, and plan professional development.</li> <li>Identifies successes and challenges and assesses growth as a school counselor over time.</li> <li>Analyzes counseling activities with regard to their impact on student learning.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Reflect on professional practices, analyze personal progress as a school counselor, and plan professional development.</li> <li>Identify successes and challenges and assess growth as a school counselor over time.</li> <li>Analyze counseling activities with regard to their impact on student learning.</li> </ul>	<p><i>The Counselor seldom:</i></p> <ul style="list-style-type: none"> <li>Reflects on professional practices, analyze personal progress as a school counselor, and plan professional development.</li> <li>Identify successes and challenges and assesses growth as a school counselor over time.</li> <li>Analyzes counseling activities with regard to their impact on student learning.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Reflect on professional practices, analyze personal progress as a school counselor, and plan professional development.</li> <li>Identify successes and challenges and assess growth as a school counselor over time.</li> <li>Analyze counseling activities with regard to their impact on student learning.</li> </ul>
C. Adhere to professional codes of ethics, legal mandates, and district policies	<p><i>The Counselor effectively:</i></p> <ul style="list-style-type: none"> <li>Applies legal and ethical principles in the use of standardized tests and other methods of assessment.</li> <li>Follows laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education.</li> <li>Keeps informed of changes in laws and regulations related to California public education and school district policy.</li> </ul>	<p><i>The Counselor will:</i></p> <ul style="list-style-type: none"> <li>Apply legal and ethical principles in the use of standardized tests and other methods of assessment.</li> <li>Follow laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education.</li> <li>Keep informed of changes in laws and regulations related to California public education and school district policy.</li> </ul>	<p><i>The Counselor rarely:</i></p> <ul style="list-style-type: none"> <li>Applies legal and ethical principles in the use of standardized tests and other methods of assessment.</li> <li>Follows laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education.</li> <li>Keeps informed of changes in laws and regulations related to California public education and school district policy.</li> </ul>	<p><i>The Counselor does not:</i></p> <ul style="list-style-type: none"> <li>Apply legal and ethical principles in the use of standardized tests and other methods of assessment.</li> <li>Follow laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education.</li> <li>Keep informed of changes in laws and regulations related to California public education and school district policy.</li> </ul>