

***Collective Bargaining Agreement***

***between***

***Rescue Union Federation of Teachers***

***and***

***Rescue Union School District***

***July 1, 2022***

***to***

***June 30, 2025***

**COLLECTIVE BARGAINING AGREEMENT**  
**Rescue Union Federation of Teachers and Rescue Union School District**

**TABLE OF CONTENTS**  
**2022– 2025**

<b>Article</b>	<b>Title</b>	<b>Page</b>
Article 1	Recognition	3
Article 2	District Rights	3
Article 3	Employee Rights	3
Article 4	Organizational Security	4
Article 5	Dues Deduction	5
Article 6	Grievance Procedure	5
Article 7	Transfers and Reassignments	15
Article 8	Evaluation Procedures	21
Article 9	Unit Member Files	23
Article 10	Class Size	25
Article 11	Duty Hours	27
Article 12	Unit Member/Community Relations	31
Article 13	Safety and Health	32
Article 14	Sick Leave	33
Article 15	Bereavement Leave	34
Article 16	Jury Duty	34
Article 17	Long-Term Leave	34
Article 18	Part-Time Teaching	37
Article 19	Shared Contract—Leave of Absence	39
Article 20	Health Leave	41
Article 21	Maternity Disability Leave	41
Article 22	Special Paternity/Maternity Leave	42
Article 23	Industrial Accident Leave	42

<b>Article</b>	<b>Title</b>	<b>Page</b>
Article 24	Savings Provision	43
Article 25	Concerted Activities	43
Article 26	Effect of Agreement	43
Article 27	Duration	43
Article 28	Professional Growth	44
Article 29	Staff Development Days	47
Article 30	Affirmative Action	50
Article 31	Catastrophic Sick Leave	51
Article 32	Early Retirement/Work for Benefits Program	55
Article 33	Academic Freedom	57
Article 34	Peer Assistance and Review (PAR)	58
Article 35	Compensation	65
Addendum A	Certificated Salary Schedule	67
Addendum A-2	Certificated Salary Schedule (Nurses)	69
Addendum B	Fringe Benefits	71
Addendum C	Performance Evaluation Manual for Certificated Staff	72
Addendum C-1	Evaluation Form – Nurses	85
Addendum C-2	Evaluation Form – Counselors	89
Addendum D	Teacher Job Description	107
Addendum D-1	Special Education Example of Duties	108
Addendum D-2	School Nurse Job Description	110
Addendum D-3	District Counselor Job Description	112
Addendum E	Absence Report Form	115
Addendum F	Certificated Application for Professional Growth –	116
Addendum G	Stipends	117
Addendum H	Adjunct Duty Options	119

## **ARTICLE 1: RECOGNITION**

1. The Board of Trustees recognizes the Rescue Union Federation of Teachers, Local 3581, CFT/AFT, AFL-CIO, as the exclusive bargaining representative of the certificated employees, listed below, in the school district known and designated as the Rescue Union School District. Teachers in this Agreement are defined as the Rescue Union Federation of Teachers, Local 3581, CFT/AFT, AFL-CIO.
2. As defined, this shall include: All full or part-time positions requiring a teaching credential, but not limited to, classroom teachers, RSP teachers, Title I teachers, librarians, nurses, special education teachers, and all employees in the above positions currently on District-approved leaves.
3. Shall exclude: Any position requiring an administrative credential and substitutes, including, but not limited to, District Superintendent, Assistant Superintendents, Principals, Vice-Principals, Dean of Students, and District Psychologist.

## **ARTICLE 2: DISTRICT RIGHTS**

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law except as specified in this Agreement.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE 3: EMPLOYEE RIGHTS**

1. The District and Federation recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.
2. The Board shall make available to the Federation any and all public information as allowable by law, statistics, and records concerning the school district that the Federation may deem to be relevant to negotiations, or necessary for the proper enforcement of this Agreement. The word "public," as used in this section, shall refer to any documents, reports, statistics, studies and other such information.
3. The Federation or its designated representative shall have the right to meet with the Board or its representative, at the request of either party, to consult on matters of educational objectives, determination on context of courses and curriculum, selection of textbooks, as well as matters relating to the implementation of this Agreement.

4. The Federation may appear on the Board agenda in accordance with normally established Board procedure and speak on any issues of said agenda before a vote is taken on such issues. A copy of the complete Board packet will be provided to the Federation by the Secretary of the Board at the same time it is made available to the members of the Board. The Federation will receive a copy of the minutes after the meeting of the Board.
5. Copies of all Agreements and addenda between the parties shall be distributed by the Federation to each employee covered by this Agreement. The Board or its representative agrees to meet with the Federation within ten (10) days after the signing of this Agreement for the purpose of arranging to authorize the printing of the Agreement and any addenda thereto. The Board agrees to pay the cost of the printing.
6. The Federation may have the right to hold meetings upon its request and approval by the administration in charge of the building.
7. The Federation shall have the right to use the mail system and/or mailboxes in and between school buildings for the purpose of communicating with teachers, within the law and in accordance with ed. code section 7054.
8. The Federation shall have the right to adequate bulletin board space for the purpose of posting notices and bulletins regarding the business or activities of the Federation.
9. The Board shall provide parking facilities for all teachers, and parking facilities for teachers shall be planned in conjunction with new school construction.
10. The Federation shall have the right to a minimum of twenty-four (24) hour notification regarding any change in working conditions. In the event of an emergency, the timeline could be less with the discussion and approval of the RUFT President.

#### **ARTICLE 4: ORGANIZATIONAL SECURITY**

1. The Federation President shall be granted release time equivalent to one day per week or one period per day. The President will continue to be paid, by the District, at his or her current rate. The Federation shall share equally the cost of release time with the District based on the actual costs including the cost of statutory benefits.
2. The District will not post the President's release position yearly. The position will be posted if the release teacher leaves the position or if there is a new Federation President.
3. It is agreed that the Federation President's release time does not constitute a shared contract and that the full position rights will remain with the Federation President, so long as he or she is serving in that capacity. In the event that the Federation President resigns or someone else is elected to that position, the President will have full return rights to his or her current position and the release teacher shall be displaced and have rights to vacant positions in accordance with Article 18 of this Agreement.

## **ARTICLE 5: DUES DEDUCTION**

1. Membership in the Federation is not compulsory. An employee may join the Federation and maintain membership consistent with the constitution and by-laws of the Federation. No employee will be denied membership because of race, color, creed or sex.
2. The District agrees to deduct the amount of dues certified by the Federation as the amount uniformly required of all members and pay the amount so deducted to the Federation.
3. The Federation agrees to indemnify the District and hold it harmless against any court action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation, and to pay any judgment or settlement liability arising out of such challenge.
4. Committee on Political Education (COPE): The district will deduct from the unit member's payroll warrants and pay to the Federation Treasurer an amount specified in writing by unit members who voluntarily authorize contributions to COPE. These transactions shall occur monthly and shall be accompanied by a list of the unit members for whom such deductions have been made and the amount deducted for each unit member.
5. All the funds collected by the District as a result of dues and/or COPE deductions shall be remitted promptly to the appropriate financial officer designated by the Federation no later than the 30<sup>th</sup> of each month. These transactions shall occur monthly and shall be accompanied by a list of the unit members for who such deductions have been made and the amount deducted for each unit member.
6. Contributions shall continue until such time that the Federation notifies the District a unit member withdraws authorization.

## **ARTICLE 6: GRIEVANCE PROCEDURE - BINDING ARBITRATION WITH INTEREST BASED OPTION**

### **1. Purpose**

The purpose of this grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the grievant, solutions to problems that may from time to time arise under this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging, or denying settlement of grievances or problems within the normal administrative channels of the District.

### **2. Definitions**

- a. A "grievance" is a claim by one or more named unit members or the Federation of an alleged violation, misinterpretation or misapplication of a provision of this agreement that directly affects the grieving unit member or group of grieving unit members or the Federation.
- b. A "working day" is any day in which the central administrative offices of the School District are open for business.

- c. A "grievant" is a named person or persons, or the Federation, asserting a grievance.
- d. A "party of interest" is the person or persons making the claim of grievance and any person who might be required to take action or against whom action might be taken to resolve the grievance.
- e. A "unit member" is a certificated member in the bargaining unit.

### **3. General Provisions**

No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) working days after the grievant knew or should have known of the act or condition and its aggrieving nature.

If the district or any of its designees do not respond in a timely manner at any level, the grievant or the Federation may move to the next level. A decision rendered at any level shall be considered final unless an appeal by the grievant or the Federation is registered within the time limits specified.

Time allowances set forth at each level may be extended by mutual written consent of the grievant and the District. Should the processing of any grievance require that a unit member be released from his/her regular assignment, he/she shall be released without loss of pay or benefits within the limitations expressed within this article.

No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.

A grievant may be represented by the Federation at any level of the grievance procedure. No party shall be required to discuss any grievance if his/her representative is not present.

A grievant may pursue the grievance process independent of the Federation up to, but not including, arbitration. However, the Federation will be kept informed as to the progress of the grievance by the grievant and the District.

### **4. Grievance Form**

All formal grievances shall be filed on a district grievance form which shall be designed and agreed upon by the District and the Federation.

### **5. Grievances Filed by the Federation**

The Federation may also file grievances concerning matters pertinent only to Federation rights and

privileges granted by this Agreement. Such grievances shall be filed at the level of the superintendent, or his/her designee.

## **6. Informal Track**

The purpose of this level shall be to quickly resolve the specific allegation(s), issue(s), or problems(s) as framed by the grievant at the site or lowest possible level. The grievant and principal or unit administrator should meet to attempt to resolve the grievance prior to the filing of a grievance. The Federation may be included as grievance representative. These parties are encouraged to work out a solution that is consistent with this agreement. However, nothing shall preclude the filing of a formal written grievance prior to, or during, this informal process.

- a. The intent of the meeting is to focus on a solution. The parties shall attempt to define the issue, discuss interests, explore options, and if possible, agree to an outcome. Upon request, the solution, if any, will be reduced to writing.
- b. Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate district-level administrator. If the grievance can only be remedied by the office of the superintendent, then a grievance may begin with an informal district level grievance. If the informal district level grievance is not resolved, a formal district level grievance may be presented directly to the office of the superintendent. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

If the problem is not resolved informally, the matter will be referred to the Federation Executive Board by the grievance officers who may choose to file a formal grievance. If filed, the grievant must submit the grievance to the principal or unit administrator on grievance forms within twenty (20) working days of the event giving rise to the grievance.

## **7. Formal Track**

### Site Level

If a formal grievance has been filed within twenty (20) days of the occurrence of the event giving rise to the grievance, the grievant may:

- a. discuss the grievance personally, or
- b. request that a designated grievance representative accompany the grievant to the meeting to discuss the grievance. The intent of the meeting is to focus on a solution to the specific allegation(s), issue(s) or problem(s). The parties shall attempt to define the issue, discuss interests, explore options, and, if possible, agree to an outcome. This meeting shall be held within five (5) working days after filing the written formal grievance.

The written grievance shall include:

- a. a listing of the specific article or section of the Agreement alleged to have been violated;



- b. a description of the specific grounds of the grievance including names, dates, and places, necessary for an understanding of the grievance;
- c. a listing of specific actions requested of the principal or unit administrator which will remedy the grievance.

Within five (5) working days following the meeting to discuss the formal grievance, the principal or unit administrator shall render the decision and the reasons therefore, in writing, to the grievant and to the Federation. Information copies of the decision at this level shall be sent to the superintendent or to the superintendent's designee.

Solutions that require implementation beyond the school site or unit level shall first be reviewed for implementation by the appropriate district-level administrator. If the grievance can only be remedied by the office of the superintendent, then a grievance may begin with an informal district level grievance. If the informal district level grievance is not resolved, a formal district level grievance may be presented directly to the office of the superintendent. Solutions that do not require review and are accepted will be implemented by the principal or unit administrator.

If resolution is reached, all parties will sign off all grievance documents.

#### District Level

If the grievant and/or the Federation is not satisfied with disposition of the grievance at the site level, the Federation may file a request for a district level meeting within ten (10) working days of the receipt of the site level decision. Grievant not complying with the above time constraints for filing at district level will be deemed to have waived their rights to a district level meeting. The party filing for a district level meeting will forward the written grievance and the site level decision to the office of the Superintendent. The written grievance should include:

- a. A listing of the specific article or section of the Agreement alleged to have been violated;
- b. A description of the specific grounds of the grievance, including names, dates, and places, necessary for an understanding of the grievance;
- c. A listing of specific actions requested of the school district that will remedy the grievance.

A letter of appeal shall be considered a formal request for a meeting and a written decision by the Superintendent or his/her designee. The meeting shall be held within five (5) working days from the receipt of the grievance by the superintendent's office.

The Superintendent's office shall respond to the grievance within five (5) days of the meeting.

If resolution is reached, all parties will sign off all grievance documents.

#### Mediation Level

If the grievant and/or Federation is not satisfied with the disposition of the grievance at the district level, the Federation may appeal to a mediator within ten (10) days. The parties understand that mutual agreements secured at this level are precedent setting unless the parties stipulate otherwise.

By mutual agreement the parties may go directly from the district level to arbitration. Immediately upon receipt of the mediation request, the District shall contact the California State Mediation and Conciliation Service and request the assignment of a mediator. Parties agree to accept the first mediator available in order to avoid delays in the resolution process, unless extended by mutual agreement of the parties.

No party shall purposely withhold information at this level but shall disclose all information relevant to the grievance for consideration by the other party.

### Mediation Procedures

The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross-examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. All persons involved in the events giving rise to the grievance should be encouraged to participate fully in the proceedings, both by stating their views and by asking questions of other participants at the mediation meeting.

The primary effort of the mediator shall be to assist the parties in settling the stated grievance in a mutually satisfactory fashion. In attempting to achieve a settlement, the mediator is free to use all of the techniques customarily associated with the mediation process, including private conferences with only one party. No offers or concessions made by the parties or the mediator during mediation can be used against a party during arbitration.

Neither attorneys nor court reporters or any other type of note taker shall be allowed to be present at the proceedings.

If the parties agree to be bound by the mediator's recommendation, the subsequent agreement shall be reduced to writing and signed by the parties.

### Arbitration Level

If the grievant is not satisfied with the disposition of the grievance at the mediation level, the Federation may request, in writing, within ten (10) days a hearing before an arbitrator.

If the Federation should decline to request arbitration a grievant may request a hearing before the Board of Trustees within the ten (10) day time period. Such written request shall be filed in the office of the superintendent as per guidelines above.

### Selection of Arbitrator

When arbitration has been requested, the parties shall contact the California State Mediation and Conciliation Services for a list of seven (7) arbitrators. The Federation and the representative from the office of the superintendent shall alternately strike names from such list until only one (1) name remains.

### Cost of Arbitration

Each party shall bear the full cost of its representation in arbitration. The arbitrator's fees and charges shall be divided equally between the Federation and the District. A certified court reporter may be employed to record verbatim the entire arbitration hearing if requested by either the grievant or the District. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

#### Function of Arbitration

The function of arbitration shall be:

- a) to hold a hearing concerning the grievance, and
- b) to render an award within thirty (30) days after the close of the hearing.

#### Hearings

Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator.

#### Limitations

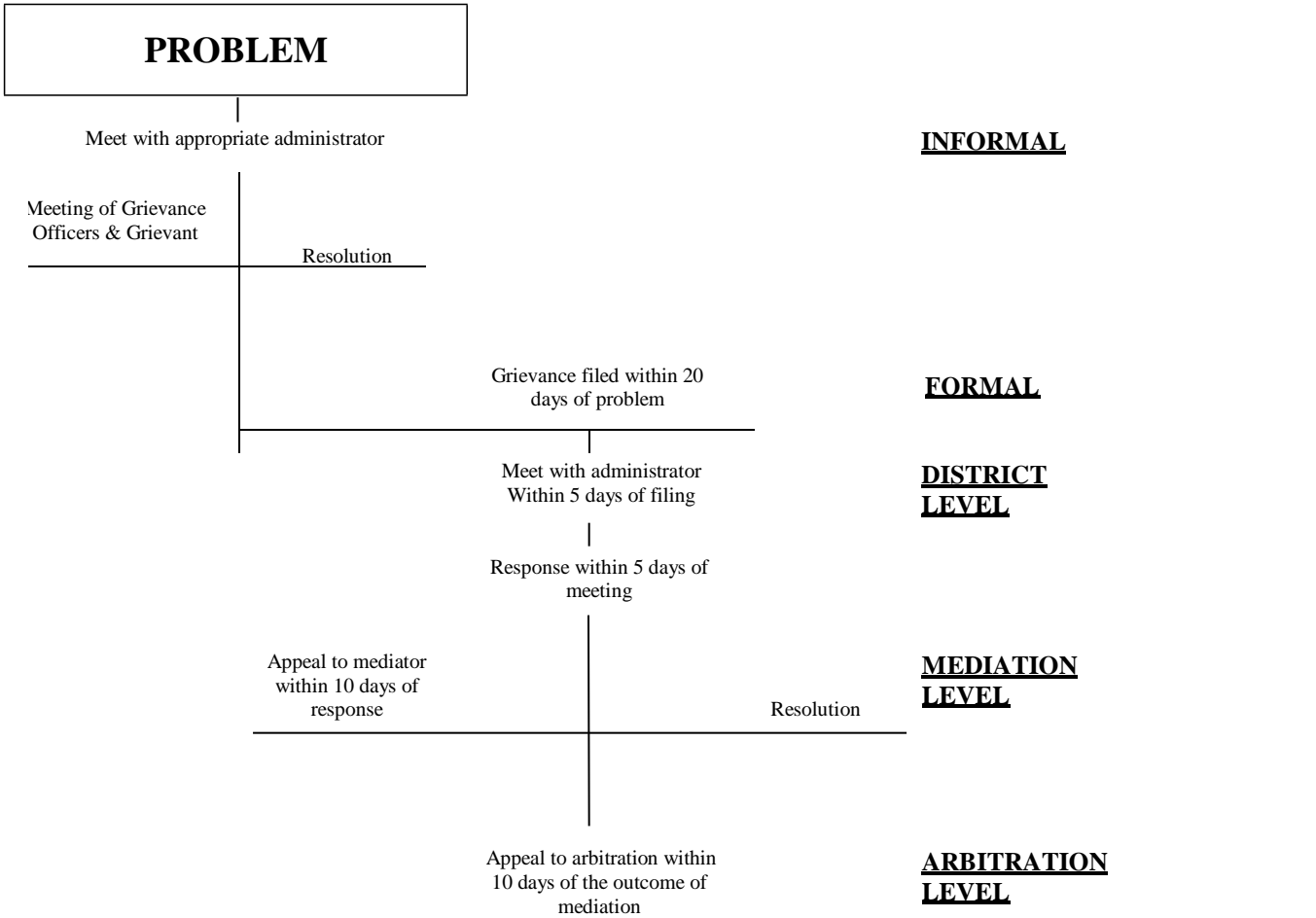
Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure. The arbitrator shall not render any award that conflicts with or alters this Agreement. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

### **8. Decision**

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and within the laws of the State of California. This decision of the arbitrator will be binding upon both parties

Rescue Union School District

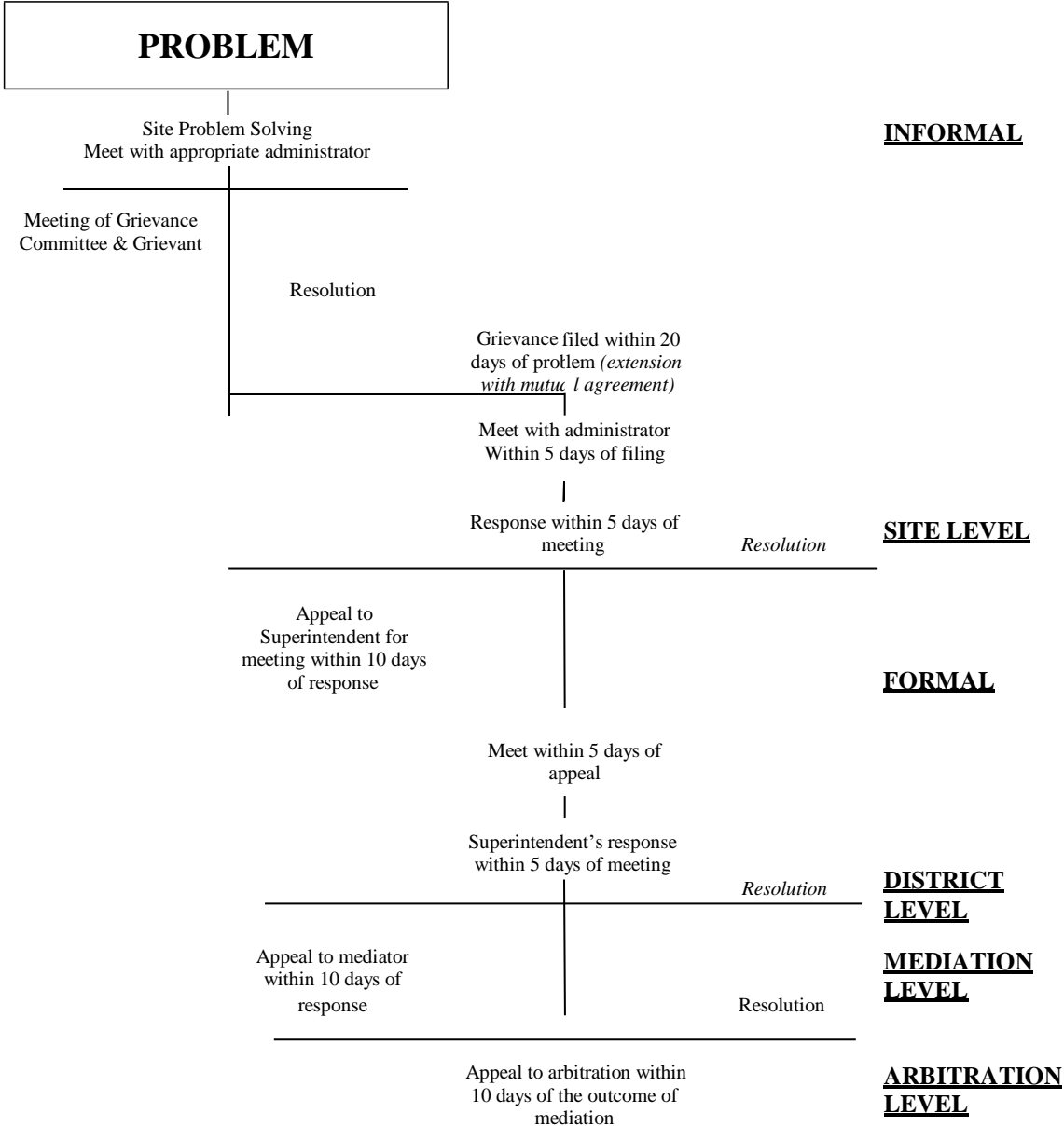
**DISTRICT GRIEVANCE FLOW CHART**



Rescue Union School District

SITE GRIEVANCE FLOW CHART

Article 6: Grievance Procedure – Binding Arbitration with Interest Based Option



Rescue Union School  
District  
2390 Bass Lake Road

**FORMAL CONTRACT GRIEVANCE**

REV. APRIL '08

NAME OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

POSITION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

SITE \_\_\_\_\_ GRIEVANCE LEVEL: SITE  DISTRICT

SPECIFIC PROVISION(S) OF THE CONTRACT ALLEGED TO HAVE BEEN VIOLATED, ARE INCLUDING BUT NOT LIMITED TO: GIVE NAME OF ARTICLE(S), SIGHT SECTION AND QUOTE EXACT WORDING.

STATEMENT OF GRIEVANCE (INCLUDE DATES WHERE APPLICABLE AND NATURE OF COMPLAINT).

REMEDY SOUGHT

GRIEVANT'S SIGNATURE \_\_\_\_\_

ADMINISTRATIVE RESPONSE TO REMEDY

RESOLUTION REACHED      SITE LEVEL\_\_      DISTRICT LEVEL\_\_      MEDIATION LEVEL\_\_

13

RUFT DESIGNEE SIGNATURE \_\_\_\_\_

DISTRICT SIGNATURE \_\_\_\_\_

## ARTICLE 7: TRANSFERS AND REASSIGNMENTS

### 1. Definitions

- a. Transfer: the movement of an employee from one site to another site.
  - 1. Voluntary Transfer (employee initiated)
  - 2. Involuntary Transfer (district initiated)
- b. Reassignment: the movement of an employee within a school from one grade level, subject, program area, to another grade level, and subject, program area.
  - 1. Voluntary Reassignment
  - 2. Involuntary Reassignment
- c. Displacement: transfer to another site based upon a reduction in teaching staff.
- d. Vacancy: an unfilled certificated position.
- e. Seniority: Seniority criteria will be used to determine employee placement on the seniority list. This seniority placement will be used to determine seniority in all aspects of this Agreement. Seniority as it applies to transfer/reassignment is determined in the following manner:
  - Hire date on or before June 30, 2020:
    - 1. The date of written offer of employment extended by the district, and then
    - 2. The date of certificated employment began in the district, and then
    - 3. Credentialing requirements, and then
    - 4. A lottery system-numbers will be drawn by a designee from the Federation and the District.
  - Hire date on or after July 1, 2020:
    - 1. The date of certificated employment began in the district, and then
    - 2. Credentialing requirements, and then
    - 3. A lottery system-numbers will be drawn by a designee from the Federation and the District.
- f. Posting: advertising of a known vacancy to unit members.
- g. Academic Experience: experience teaching within two (2) grade levels of the requested position.
- h. Multi-Graded Class: A self-contained elementary class with two or more grade levels.

### 2. Posting Procedures:

- a. An employee may, at any time, submit a request in writing for a reassignment or transfer, even if no opening is currently available. The request will be kept on file for the current school year.



- b. Employees are strongly encouraged to apply for a transfer or reassignment for any position in which they are interested or may be interested in obtaining.
- c. The District will acknowledge, in writing, the receipt of a written request for transfer or reassignment.
- d. By the last teacher workday, the District shall have posted, at the District Office and at each school site, all unit vacancies. All postings will be sent to unit members who have a written request on file with the District Office.
- e. New teachers hired by the District to fill unposted vacancies will be assigned to a position only until the end of the school year.
- f. In filling posted vacancies, the following priorities will prevail:
  1. Employees requesting voluntary reassignment or employees reassigned from grade level, subject area, or program at the same site as the vacancy.
  2. Involuntary reassignment at the same site.
  3. Employees requesting voluntary transfer, employees returning from leave, or employees displaced from their site.
  4. Involuntary transfer.
  5. Temporary employees with rehire rights.

### **3. Reassignment Procedures:**

- a. Voluntary reassignment:
  1. It will be the off duty employee's responsibility to contact the District Office or the site administrator to find out about site vacancies.
  2. If more than one employee applies for a vacancy, the following qualifications will be equally considered:
    - Credential requirements
    - Academic experience
    - Satisfactory Evaluations
    - Employee's preference

If qualifications are equal, the most senior employee shall be granted the position, unless the senior teacher does not have rights to the percentage required by the position.

3. All positions posted at a site and unfilled by the reassignment process shall be posted for district wide transfers.
  4. The District shall give employees denied a reassignment a written explanation for the denial within ten (10) working days.
- b. Involuntary reassignment:
    1. It is the intention of the District to minimize disruption of existing staff positions caused by involuntary reassignments.
    2. An involuntary reassignment shall take place only after a meeting between the employee being considered for the reassignment and his/her principal or immediate supervisor.
    3. An employee being involuntarily reassigned shall receive written reasons for

- such action within ten (10) working days.
4. Employees who are involuntarily reassigned have the right to a review of the action by the superintendent.
  5. An involuntary reassignment shall be based upon program needs as the primary consideration. Other criteria may include, but are not limited to the following:
    1. Appropriate credential
    2. Academic preparation and experience
    3. Prior evaluations
  6. Involuntary reassignments shall not be made on an arbitrary, capricious, or punitive basis. The decision to reassign employees shall be based purely upon professional reasons deemed necessary to maintain and/or enhance educational programs.
  7. When an employee is involuntarily reassigned, the district shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new classroom.
  8. When an employee is directed to change rooms as the result of an involuntary reassignment, one day of release time may be taken, at the employee's discretion.

#### 4. **Transfer Procedures:**

- a. Voluntary transfers:
  1. Employees interested in transferring shall file a written request with the District Office during the three (3) day posting period, unless a current request is on file with the District.
  2. No current employee will be required to go through an interview process for a transfer. The employee requesting a transfer is encouraged to visit the site and meet with the staff.
  3. An employee requesting a voluntary transfer or responding to a posting may be assigned to the requested position based upon the following factors:
    - a. Unit member's area of credential
    - b. Applicable state and federal laws
  4. If more than one employee applies for a vacancy, the following qualifications will be equally considered:
    - Credential requirements
    - Academic experience
    - Satisfactory evaluations

If qualifications are equal, the most senior employee shall be granted the position, unless the senior teacher does not have rights to the percentage required by the position.

5. Upon approval of a voluntary transfer, the transferee shall become a member of the new school site at the close of the new site's school year.
6. The District shall give employees denied a transfer a written explanation for the denial within ten (10) working days.
7. A site administrator may deny an employee's transfer request to their site if a

discipline letter of reprimand has been placed into the employee's personnel file within the past six months. If the site administrator of the school the employee is seeking to transfer into fails to deny the request by the time the posting closes, the transfer request shall be deemed approved by the principal. In the event that the employee and the employee's current site administrator mutually agree that such a transfer would be beneficial, they may appeal any such denial to the Superintendent, who will work with all parties to ensure an appropriate placement.

**b. Involuntary transfer:**

1. It is the intention of the District to minimize disruption of existing staff positions caused by involuntary transfers.
2. An involuntary transfer shall take place only after a meeting between the employee being considered for transfer and his/her principal or immediate supervisor.
3. An employee being involuntarily transferred shall receive written reasons for such transfer with ten (10) working days.
4. Employees who are involuntarily transferred have the right to a review of the action by the superintendent.
5. An involuntary transfer shall be based upon program needs as the primary consideration. Other criteria may include, but are not limited to the following:
  - a. Appropriate credential
  - b. Academic preparation and experience
  - c. Prior evaluations
6. Involuntary transfers shall not be made on an arbitrary, capricious, or punitive basis. The decision to transfer employees shall be based purely upon professional reasons deemed necessary to maintain and/or enhance educational programs.
7. When an employee is involuntarily transferred, the District shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new site.
8. When an employee is involuntarily transferred, one day of release time may be taken, at the employee's discretion.

**5. Displacement:**

- a. If a site has a change in enrollment; employees with the least seniority will be transferred first unless a more senior employee volunteers to transfer.
- b. When an employee is displaced, one day of release time may be taken, at the employee's discretion.

**6. Current Year Vacancies:**

- a. When a vacancy occurs during the current school year, the District may fill the vacancy by making a reassignment or transfer or by hiring from a pool of qualified applicants.

**7. Program Relocation:**

- a. If a special program (including, but limited to Miller-Unruh, Title 1, and Special Day Class) is relocated, the employee shall have the option of moving with the program or grade level. Should more teachers be needed to fill openings, transfer language (Sections 2.d and Section 4) will apply.

## **8. Opening a New School**

- a. When a new school opens or the configuration at an existing school changes due to movement of a grade level or changes in enrollment, the district will post all known vacancies/positions that will be created or moved.
- b. All teachers currently in the assigned grade levels or departments which will be moving will be given right of first refusal.
- c. All teachers who are interested in the positions may apply.
- d. Any vacancies will be filled according to the transfer section of this contract:
  1. Appropriate credential
  2. Academic preparation

## **9. Shared Contract:**

- a. District seniority will determine which employee has priority when a shared contract is terminated. The other employee will be given the same consideration as a voluntary transfer.

## **10. Room Change:**

- a. Involuntary room changes shall not be made on an arbitrary, capricious, or punitive basis. The decision to assign an employee to a different room shall be based purely upon professional reasons deemed necessary to maintain and/or enhance educational programs.
- b. An assignment to another classroom shall take place only after a meeting between the employee being considered for room change and his/her principal or immediate supervisor.
- c. An employee being involuntarily assigned to another classroom shall receive written reasons for such assignment within ten (10) working days.
- d. When an employee is directed to change classrooms, the district shall provide assistance to the employee by moving his/her personal classroom materials and instructional equipment to the new classroom.
- e. When an employee is directed to change rooms, one day of release time may be taken, at the employee's discretion.

## 11. Teacher Accepting a Multi-Graded Class

- a. Acceptance of a Multi-Graded Class within Current Site and Grade Span
  1. If a teacher agrees to leave his or her current assignment to accept a multi-graded class within his or her current grade level for one year, this agreement will not create a vacancy.
  2. The District will not post the position that the teacher is volunteering to leave.
  3. The teacher accepting the multi-graded classroom shall have the right to return to his or her previous position after one year based on seniority.
  4. Should the multi-grade class become a single-grade class before the school year begins, the teacher who accepted the multi-grade class shall have the right to return to his or her previous position immediately. Should the multi-grade class become a single-grade class after the start of the school year, the teacher who accepted the multi-grade class shall return to his or her previous position the following school year.
- b. Voluntary Transfer to a Posted Multi-Graded Class Outside of Site or Grade Span
  1. If a teacher agrees to leave his or her current assignment to accept a multi-graded class outside of their current grade level at a different site, the teacher will not have return rights to his or her previous position the following school year. They will only have rights to the current multi-graded class that they accepted. If the multi-graded class is no longer needed, then transfer and reassignment language applies.
  2. Should the multi-grade class become a single-grade class, the teacher who accepted the multi-grade class shall be moved into that single grade class for the remainder of the school year. If the multi-graded class is reinstated the following year, the teacher will have rights to that class. Otherwise, the teacher will receive the same consideration as a voluntary reassignment/transfer.
  3. If a multi-graded class exists for a minimum of 120 days, the teacher shall receive a stipend in the amount of \$1,000. This stipend shall be paid in two installments, \$500 in December and \$500 in June. If a multi-graded class exists for less than 120 days, the stipend shall be \$500 paid in December.

## ARTICLE 8: EVALUATION PROCEDURES

1. Each unit member shall complete the current objective/evaluation document as per timelines specified by the Contract. The Objective/Evaluation document is subject to annual review.
  - a. Addendum C-1 shall be utilized for evaluation of School Nurses.
2. Unit member evaluation procedures are recognized to be a cooperative effort between the unit member and his/her immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.
3. To achieve the maximum benefits for which the unit member evaluation procedures exist:
  - a. Supervisors shall use the observation forms mutually agreed upon by the Federation and the District. A pre and post conference shall be held to discuss each written observation.
  - b. All evaluations will be completed on the agreed upon evaluation forms.
  - c. The Peer Assistance and Review process shall be invoked when appropriate.
  - d. If the PAR process is unsuccessful, it shall be the responsibility of the supervisor or principal to provide ninety (90) days written notice to the unit member to improve deficiencies.
  - e. The intercommunications system shall not be used for observation or evaluation of unit members.
  - f. Procedural matters relating to evaluation shall be subject to the grievance procedure contained in Article 6 of this agreement.
4. An evaluator's judgments and recommendations contained in classroom observation reports and evaluation appraisals shall not be subject to the grievance procedure contained in Article 6 of this agreement.
5. The following procedures for unit member evaluation shall be utilized:
  - By 4th Friday after the start of school**
    - a. Orientation materials related to evaluation procedures will be provided to all unit members.
  - By 6th Friday after the start of school**
    - b. Unit members shall provide to their evaluator a complete list of proposed objectives and measurement activities related thereto on the agreed upon forms.
  - By 8th Friday after the start of school**
    - c. The evaluator shall determine and shall transmit to the unit member a complete listing of actual objectives and measurement activities related thereto, which will be incorporated in the "Stull" evaluation that the evaluator will prepare for the unit member. The objectives and related measurement activities referred to herein shall be within the scope of the unit member's job description prescribed by the District.

**By February 1st**

- d. By February 1st, the evaluator shall be provided with a completed form two (2) containing supportive evidence of the progress being made toward the achievement of the objectives prescribed in Item 5.c., above.

**By 15th of March**

- e. The evaluator shall conduct such classroom observations, and gather such data on unit member performance as the evaluator believes to be related to the actual objectives and measurement activities described in Item 5.c. above and other criteria for unit member evaluation and appraisal that are established by the District prior to March 15th. Subsequent classroom observations and data gathering may continue beyond the March 15th date at the discretion of the evaluator. If the previous observation is negative in nature the unit member being evaluated may request and will be granted one (1) additional observation, according to the schedule as provided above.

March 15th, 1<sup>st</sup> and 2<sup>nd</sup> year probationary unit members shall be given notice if reemployment is not planned.

- f. Within ten (10) working days after a request, or upon the evaluator's own motion, a unit member shall be provided with a written statement regarding instructional observations which have been conducted. Such written statements shall contain a summary of the instructional activities observed, and suggestions being made by the observer for possible improvement by the unit member.

**On or before 30 days prior to the end of the instructional year**

- g. The evaluator shall prepare a written evaluation of the unit member's performance on the District evaluation form. The evaluation will be discussed with the unit member in an evaluation report conference. The unit member's signature does not mean agreement with the evaluation. The unit member may submit a written reaction or response to the evaluation and any such response shall be attached to the evaluation and placed in the unit member's permanent personnel file. Permanent unit members shall be evaluated at least once every other year; probationary unit members shall be evaluated at least once a year.

6. Permanent employees, who are highly qualified, and who have taught in the district for at least ten years, and who have received evaluations that meet or exceed standards, may agree to be evaluated every five years. Employees or employer may withdraw consent at any time.

7. Permanent unit members who will not be reemployed for the following school year shall be notified on or before March 15.

## ARTICLE 9: UNIT MEMBER FILES

1. The District shall maintain only one personnel file for each certificated unit member. Only materials in this file shall be used in any disciplinary or dismissal proceeding.
2. If derogatory materials are deemed serious enough for further action (e.g., placement in personnel file, disciplinary or dismissal proceedings), the following procedures shall be utilized:
  - a. The material shall be submitted to the appropriate site administrator for review. The administrator shall send a copy of the derogatory material to the unit member within two (2) days of the receipt of the materials.
  - b. The unit member may request a meeting with the site administrator to review the material and establish whether or not a factual basis for the material exists. The unit member may have a representative at this meeting.
  - c. If any derogatory material is placed in the file, factual substantiation of that material must be included, and the unit member shall be notified of the intended entry by certified mail or hand delivery. After receiving copies of the notice and the intended entry, the unit member shall have the right to respond within fifteen (15) working days. The response shall be attached to the material and placed in the unit member's personnel file. If no response is received, the material will be placed in the unit member's personnel file upon expiration of the fifteen (15) day period.
3. A unit member shall be permitted to place in his/her file any material that he/she feels is pertinent to his/her professional career, performance, and qualifications.
4. Upon request, a unit member shall have the right to see and reproduce all documents not prohibited by statute in his/her personnel file. A copy of materials used by the District in any disciplinary, dismissal or grievance proceedings will be provided at no cost. A unit member may, upon his/her written authorization, designate a representative to review the file in the presence or the absence of the unit member.
5. All reviews shall be done in the presence of a management unit member or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.
6. Access to the official District personnel files shall be limited to the superintendent or properly authorized staff. The District will keep a log indicating the persons who have examined a personnel file, as well as the dates such examinations were made. Such log will be available for review by the unit member or his/her authorized Federation representative.



7. If a unit member wishes removal, deletion, or correction of material placed or being placed in his/her file, the unit member shall do the following:
  - a. Prepare in writing, within fifteen (15) days of receipt of material, the reasons why such material in question should be removed, deleted or corrected.
  - b. Send or deliver this explanation, along with a request for review of the matter, to the Assistant Superintendent.
  - c. Based upon the facts presented in the explanation, the Assistant Superintendent shall respond in writing within ten (10) working days as to his/her decision.
  - d. If the decision is not acceptable to the unit member, within ten 10 working days following receipt, an appeal in writing, including the written appeal to the Assistant Superintendent and his/her response, may be filed with the Superintendent.
  - e. Either the unit member or the Superintendent may request a personal conference, which shall be held, where possible, within ten 10 working days of filing the appeal.
  - f. The Superintendent shall communicate his/her decision in writing, within ten 10 days of initial receipt of the appeal or ten 10 days subsequent to the conference held between the parties, whichever is the longer period.
  - g. Failure to comply with the time limits at any step shall forfeit all rights to further processing. District failure to respond within time limits entitles the petitioner to proceed to the next step. Time limits and steps may be waived by mutual agreement.
  - h. The unit member is entitled to representation during this procedure, but he/she may waive this right.
8. Personnel files will not leave the District Office.

## ARTICLE 10: CLASS SIZE AND ASSIGNMENTS

1. The District and the Federation agree that low class size can lead to increased academic proficiency and improved social emotional competency. Although the District retains the right to load classes at the maximum class size listed below, the District will make reasonable efforts to staff for classes that average 20:1 in Transitional Kindergarten, 24:1 in grades K-3, 28:1 in grades 4-5, and 30:1 in grades 6-8.

Maximum Class Size: (Except P.E./Music)

TK-3	28:1
TK-3 Multi-graded	26:1
4-5	30:1
4-5 Multi-graded	28:1
6-8	31:1

Special Education Caseload: RSP 28:1 (State Limit)  
Special Education Class Size: SDC 18:1  
Special Education Caseload: SDC 18:1

2. Any class exceeding the contractual class size limit shall be adjusted within twenty-one (21) working days unless the provisions of class size flexibility outlined in Article 10.11 are employed.
3. At the TK-3 level the District will participate in the Grade Span Adjustment program so long as and to the extent that it is funded and does not create additional cost to the District and in accordance with its class size requirement.
4. No sixth, seventh and eighth grade teacher shall instruct more than 155 pupils per day in a five period instructional day, except in P.E. or music programs. Every effort will be made to load P.E. at 40 students, with a maximum of 225 per day.
5. The Federation may agree to exceed the maximum class size after conferring with the administration.
6. The Federation agrees that nothing contained in this class size article or in any other provision of this agreement shall require the District to hire additional TK-5 teacher(s) unless and until all TK-5 classes have exceeded the contractual class size limit; nor shall the District be required to hire additional 6-8 teacher(s) unless and until all 6-8 classes have exceeded the contractual class size limit.
7. A unit member will not be required to have a multi-graded class two years in a row unless it is his or her desire to do so.
8. Class assignments for all grades shall be equitable to the extent possible.
9. The District will make all reasonable efforts to balance classes based on the needs and abilities of the students.

10. The District will make reasonable efforts to assign non-Special Education Teacher Induction Program (TIP) participants:

- a. Single grade assignment in TK-5;
- b. Two (2) or less course preparations in grades 6-8
- c. A cored course preparation load in grade 6.

11. Class size flexibility: The site principals will make every effort to maintain individual class sizes as noted above in 10.1. A teacher may voluntarily accept additional students above the maximum class size, as provided that the site principal has met with grade level/department teachers and they have mutually agreed on the best placement, taking into account the needs of the student, teacher and staff. If agreement cannot be reached, then the placement will be offered to the most senior member of the grade level/department, unless that teacher has been involuntarily placed in the PAR program.

#### General Education Classrooms

When the enrollment of any single TK – 5 class or 6 -8 exceeds the contractual maximum, the teacher will receive up to \$45.00 per day, per the schedule shown below, to commence on the 11<sup>th</sup> consecutive working day, retroactive to the first day of the increase. The compensation will cease if the enrollment returns with in the class size maximum.

TK-5 \$15 per day per student above the contractual ratio

6-8 \$3 per student per period above the contractual ratio

Excluding PE and Music and Elementary Prep

#### Special Education Caseload

When the caseload of an RSP or SDC teacher exceeds the contractual maximum, the teacher will receive the same compensation as outlined above for General Education Classrooms The compensation will cease if the caseload returns to the caseload maximum. The State allows a waiver for RSP to exceed the 28:1 ratio up to 32:1. This waiver must be agreed upon by the teacher. The District will make reasonable efforts to staff for SDC classes that average 15:1.

## ARTICLE 11: DUTY HOURS/Days

1. The workweek for a full-time employee shall be 36.25 hours; normally to be rendered in units of 7.25 hours of school based service per day inclusive of a daily thirty (30) minute duty free lunch period. When the bell schedule provides more than thirty (30) minutes for lunch, the additional time shall not be used to require on-going regularly scheduled duties beyond supervising students to and from lunch.
2. The 7.25 hours of school based service shall be structured and directed by the immediate supervisor. The service shall be in conformity with the employee's job description and shall include, but not be limited to, the following:
  - a. Instructional activities
  - b. Preparation activities
  - c. Campus and student supervision
  - d. Parent conferences and meetings
  - e. Staff, departmental and faculty meetings
    1. Staff meetings limited to 16.5 hours per year in .5 hour increments.
  - f. Tutorial and guidance assistance to students
  - g. Professional growth and in-service meetings
  - h. Student diagnostic and assessment activities
    1. Provided the District has an identified funding source, release time will be provided for trimester assessments
  - i. School and student record maintenance
  - j. Curriculum development
  - k. Instructional material development
  - l. Co-curricular activities
  - m. District committee assignments
  - n. Administratively assigned parent conferences
  - o. Programs - practices
  - p. District in-service
3. In addition to the activities described above, employees shall, under the direction of their immediate supervisor, be required to render up to twenty (20) hours of adjunct duties per school year associated with the educational profession as shown in addendum H, Adjunct Duty Options. Changes or additions to Addendum H shall be made through mutual agreement by the Superintendent and the Federation president. Assignments will be made at each site through a collaborative process.
  - a. The additional activities required of teachers participating in TIP, for the purpose of gaining a clear credential, will be Open House, Back to School Night, and two (2) additional hours of service associated with the educational profession.
4. All sixth, seventh and eighth grade teachers (at a 6-8 school) will be scheduled for a minimum of one non-teaching period per day prorated based on the provisions as stipulated in Article 18: Part Time Teaching.

5. All 3/4, 4, 5 and 6th grade teachers in a K-5 or K-6 school shall be scheduled for non-teaching periods weekly. The periods will be equivalent to 125 minutes weekly; prep periods to be prorated and equitably scheduled on shortened and minimum day weeks, based on student contact time.
6. All 1-3 grade teachers in a K-5 or K-6 school shall be scheduled for non-teaching periods weekly. The period will be equivalent to 45 minutes weekly; prep periods to be prorated and equitably scheduled on shortened and minimum day(s) weeks based on student contact time.
7. For grades 1-5, if a teacher is absent during the time of their scheduled prep, his/her prep time shall not be made up. In the event of an absence of the teacher providing prep instruction, the site administrator shall do his/her due diligence to secure a substitute for the prep teacher. If a substitute is not available, the site administrator shall arrange to make it up within 5 working days, unless a different timeline is mutually agreed upon between the teacher(s) and site administrator.
8. Prep teachers shall be allowed to schedule 125 minutes weekly of his/her own prep time in the schedule. The prep schedule for prep teachers must be developed with and approved by the site administrator.
9. Non-teaching periods for teachers are to be used for:
  - a. Student counseling
  - b. Individual student assessment
  - c. Conferences with administration
  - d. Parent conference
  - e. Preparation of material for class
  - f. Planning
  - g. Preview of films and other material
  - h. In-service activity
  - i. Communication with related agencies
10. The District and Federation shall work together to develop a calendar for the subsequent school year. The recommendation will be submitted to the respective bargaining teams for negotiations.
  - a. In order to ensure that the Federation has every opportunity to meet their contractually required number of workdays (183 days), the District and Federation shall ensure that emergency school closure make-up days are added to the school calendar. The number of days will be based on the average number of emergency closure days over the previous five years and the anticipated number of closure days in the upcoming year, with the intent to ensure that all student contact days will occur during the school year.
  - b. Employees shall report to work on the calendared make-up day or may take appropriate leave. In the event that certain sites remain open, while one or more sites are forced to close due to weather, power loss, other emergency, only those employees at the closed sites will be required to make-up the day.
  - c. In the event that school closure days exceed the calendared make-up days, the District will provide non-student work day(s) for employees to satisfy their contractual obligations. Employees can choose to participate in the non-student work day(s). If an

employee chooses not to participate in the non-student work day(s), he or she may take leave and if that employee does not have sufficient leave, they will be docked for the day. Any non-student work day(s) would require employees to work at their school site or another district location as directed by the site administrator.

11. Kindergarten Teachers working in the Full-Day program shall be subject to the following provisions:
  - a. Kindergarten students will attend full days beginning the Monday of the 6th week of instruction. This provides Kindergarten teachers an equivalent of approximately 54.75 hours of preparation time per year (an average of 1.44 hours per week).
  - b. Kindergarten classes will receive two (2) hours of instructional aide support per day provided by the district. This time can be used for both academic and recess support. In the event that an instructional aide is absent, the District will make a concerted effort to provide a substitute.
  - c. Transitional Kindergarten teachers will push-in to Kindergarten and First Grade classes for 100 minutes per day on Monday, Tuesday, Thursday and Friday to support Kindergarten and First Grade students and teachers. Push-in time shall be divided among the Kindergarten and First Grade classes based on site needs, with input from the Kinder and First Grade teachers and to the extent possible the time should be scheduled in one continuous block of time. Travel time to and from the classes shall be included in the push in time listed above. This will begin the Monday of the 6th week of instruction.
  - d. In the event that a site has more than one TK class, and at the discretion of the site principal, the TK member may be assigned to assist in other primary grade levels when needed.
  - e. TK/K multigraded classes shall receive the same support as a TK class.
  - f. K/1 multigraded classes shall receive the same support as a Kindergarten class.

Transitional Kindergarten teachers shall be provided the following supports:

- g. Transitional Kindergarten classes will receive instructional aide support each day for the duration of class (8:50am - 12:20pm). This time can be used for both academic and recess support.
  - h. a restroom break during their students' recess.
12. Prior to the start of each school year, the parties will meet and negotiate the starting and ending times of the teacher work day for the various sites prior to the finalization of such schedules. If the parties are unable to reach agreement, the schedules shall return to those of the last mutually agreed upon schedule.
13. Special Education teachers shall be given four (4) equity days per year for assessments, planning, preparing, and developing IEPs. The four days shall be prorated based on FTE and will be available as follows: one (1) day in each trimester and one (1) floating day that can be used as determined by the teacher. When the teacher's classroom or other equally suitable space is unavailable during these equity days, the teacher may work at an alternate location. The principal and Special Ed/Student Services Director must be notified in advance of the work location and the teacher must be available by phone during the instructional day. If the

substitute teacher does not report to work, the equity day must be rescheduled and the teacher must report to the regular school day. Due to concerns related to substitute teacher availability, the teacher may elect to receive the substitute pay as a stipend in-lieu of scheduling a substitute teacher. The in-lieu stipend may be requested at the end of each trimester or at the end of the year. The in-lieu stipend for the floating day may be requested only at the end of the year.

## **ARTICLE 12: UNIT MEMBER/COMMUNITY RELATIONS**

### **1. Harassment**

- a. Unit members shall not be subject to harassment, intimidation, abusive language, upbraiding, insults, or interference by a parent, another unit member, or any other person, in the performance of the unit member's duties.
- b. Administrators shall express criticism in private with the unit member.

### **2. Communication**

- a. Written communications concerning a unit member, other than complaints, should be shared with the unit member.

### **3. Complaints**

- a. A complaint is a report, by an identified individual, of improper personal or professional work related behavior on the part of the unit member.
- b. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, complaints concerning unit members should be made directly by the complainant to the person against whom the complaint is made. Parents/guardians are encouraged to attempt to resolve concerns with the staff member personally.
- c. If the complainant is unable or unwilling to informally resolve the complaint directly with the unit member involved, he/she may submit a written complaint to the unit member's immediate supervisor. Any written complaint about a unit member shall be reported to the employee by the administrator receiving the complaint within two (2) days of receipt.
- d. After receipt of the written complaint, the immediate supervisor shall attempt to arrange a meeting between the unit member and the complainant and, if necessary, the site administrator. At the request of the unit member, a Federation representative may be present at the meeting.
- e. If the complaint is not resolved at the site level the complainant may submit a formal complaint to the Superintendent using the district's approved form. The unit member shall be notified of such complaint within two (2) working days of receipt.
- f. The person responsible for investigating the complaint will attempt to resolve the complaint to the satisfaction of the parties involved within thirty (30) days.
- g. The complainant or unit member may appeal a decision in accordance with Board policy.
- h. If the complaint is withdrawn, shown to be false, or not sustained by the complaint procedure, the complaint shall not be utilized by the district in any evaluation or disciplinary action against the unit member, nor shall the complaint go into the unit member's personnel file.



## **ARTICLE 13: SAFETY AND HEALTH**

1. The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all unit members are expected to cooperate to the best of their ability in the prevention of accidents to themselves.
2. Consistent with safeguarding private information, as soon as information is available, unit members shall be provided with the names of pupils known to be afflicted or suffering from physical and/or emotional problems that may constitute a safety or health hazard.
3. In the event of a bomb threat, no unit member shall be required to enter or inspect the suspected bomb location area unless and until the area is proclaimed safe by a public safety officer charged with such duties.
4. All unit member work areas shall meet CAL-OSHA standards.

## ARTICLE 14: SICK LEAVE

### 1. Sick Leave

- a. All unit members covered by this Agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year for purposes of personal/family illness or injury. Sick leave is cumulative for the entire term of employment, and consistent with California law, is transferable to any district within California.
- b. A newly employed unit member will accrue the ten (10) days for the first contract year immediately.
- c. By October 15 of each new school year, each unit member shall receive an accounting in writing of the total number of sick leave days he/she has accumulated to that time.

### 2. Discretionary Leave

- a. Unit members shall have the use of up to a total of ten (10) days of leave, which may be used at the discretion of the employee at full compensation during each school year of their employment. Discretionary leave shall not be cumulative and will be deducted from the unit member's sick leave.
- b. The unit member shall secure prior approval from his/her supervisor of such discretionary leave no later than the day before the leave. Discretionary leave may not be granted if it causes undue hardship for the site.
- c. The unit member is not required to secure prior approval from his/her supervisor before taking discretionary leave for the following reasons (up to 2 days):
  1. death or serious illness of a member of his/her immediate family;
  2. accident involving his/her person or property, or the person or property of a member of his/her immediate family; and
  3. other reasons as approved by superintendent or designee.

### 3. Family and Medical Leave

- a. Unit members who have been continuously employed at least twelve (12) months are eligible under Federal and State laws for unpaid family and medical leave. Leaves may be granted for up to four (4) months in a twenty-four (24) month period or twelve (12) weeks in a one (1) year period.
- b. Unpaid leave is permitted for the following reasons: to care for the employee's newborn child or a child placed with the unit member for adoption or foster care; to care for a unit member's spouse, son, daughter, or parent who has a serious health condition; or for a serious health condition that renders the unit member unable to perform the functions of their job.
- c. Leave does not constitute a break in service for the purposes of longevity, seniority,

and/or sick leave. The unit member and dependent benefit coverage as provided in Addendum B shall continue.

- d. Since both the Federal and State laws have different regulations, definition and benefits, the unit member should contact the District Personnel Office for assistance in determining which law will be of greater benefit to the unit member.

#### **ARTICLE 15: BEREAVEMENT LEAVE**

1. An employee who is absent because of the death of a member of his/her immediate family shall be granted three (3) days of bereavement leave unless out-of-state travel or travel in excess of 300 miles is required, for which five (5) days shall be granted.
2. Bereavement leave is only applicable during the normal school year and does not apply to summer school employees.
3. No deduction in salary nor sick leave shall be taken from an employee using bereavement leave.
4. Immediate family of employee or spouse or registered domestic partner means: mother, father, grandmother, grandfather, grandchild, son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any person living in the immediate household of the employee.

#### **ARTICLE 16: JURY DUTY**

1. A teacher absent from the schools because he/she has been selected for jury duty or subpoena shall be paid by the Board the differential between his/her regular salary and that paid for jury duty or testifying for the period of time he/she is required to serve.
2. Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the school district.
3. Such time shall not be deducted from sick leave accumulation or personal business leave.

#### **ARTICLE 17: LONG-TERM LEAVE**

1. The Board may grant a unit member with a minimum of two (2) years of full-time consecutive service a long-term leave of absence without pay, for a period not to exceed one (1) year. An extension may be granted for one more year. A written request for a long-term leave or extension must be submitted to the District Office by February 1<sup>st</sup>. Shared Contract / Leave of Absence may be extended annually (See Article 19).
2. This long-term leave may be granted for the following reasons:

- a. Study
  - b. Travel
  - c. Disabilities in the immediate family
  - d. Fulfilling parenting responsibilities
  - e. Other reasons approved by the Board upon the recommendation of the Superintendent
3. A unit member granted a long-term leave shall inform the District, in writing, by February 1<sup>st</sup> of the following year of his/her intention to return; otherwise it will be assumed he/she is terminating employment with the District.
  4. At the expiration of the long-term leave, the unit member will be offered a position for which he/she is credentialed, as provided by law and the Agreement. This does not guarantee that he/she will return to the same school site and he/she may be assigned to teach any subject for which he/she is qualified and credentialed to teach.
  5. A full time unit member with five (5) years or more of consecutive employment in the district will be given the right to return to his/her previous assignment after a one (1) year leave of absence. The return assignment will be determined at the time the leave is granted.
  6. A unit member on long-term leave may pay his/her own health and welfare benefits if he/she so chooses.
  7. The Board may limit the number of such leaves in any given year. Disabilities in the immediate family or to the unit member shall be exceptions.
  8. A unit member on approved leave shall not accept certificated employment. Acceptance of certificated employment while on leave will be considered as resignation from employee's position with the District.
  9. For any leave granted which requires a replacement teacher and exceeds 75% of the days taught in any school year, the District shall hire a unit member as a replacement. For less than 75%, a long-term substitute shall be retained. The unit member may choose his/her own substitute with the approval of the administrator. If the administrator does not agree with the choice of substitute, an interview process will be held to choose the substitute.
  10. Special conditions related to paid leave for study:
    - a. A unit member shall have served at least six (6) consecutive years in the district prior to the request for a long-term leave with any type of remuneration.
    - b. A paid leave for study may be granted to any certificated unit member for the purpose of study by the unit member concerned which will benefit the schools and pupils of the District. This leave shall not exceed one (1) year
    - c. Unit members on a paid leave for study shall perform such services as shall be agreed upon by the unit member concerned and the Board, with the approval of the Superintendent. This agreement shall be in writing and shall be submitted to the Board at least four (4) months prior to the commencement of the leave.

- d. The unit member shall receive as compensation the difference between the salary of the unit member on leave and the salary of a substitute teacher in the position which the unit member held prior to the granting of leave, less the cost of fringe benefits for the substitute teacher. The unit member on leave shall, in addition, receive District-paid fringe benefits.
- e. Every unit member, as a condition to being granted a paid leave for study, shall agree in writing to render a period of service in the employ of the District twice the period of the leave. The compensation shall be paid to the unit member while on the leave of absence in same manner as if the unit member were teaching in the district upon the furnishing, by the unit member, of a suitable bond indemnifying the District against loss in the event that the unit member fails to render the agreed upon period of service in the employ of the District following the return of the unit member from the leave of absence. The bond shall be exonerated in the event the failure of the unit member to return and render the agreed upon period of service is caused by the death or physical or mental disability of the unit member. If the Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the unit member to return to the service of the District and render the agreed upon period of service following his/her leave, the Board, in its discretion, may waive the furnishing of the bond and pay the unit member on leave in the same manner as though a bond is furnished.
- f. The unit member who is granted a leave under these provisions shall submit a comprehensive report within one (1) month of his/her return to the District, which shall be accompanied by grade cards, a log, diary, and any other documents required by the Superintendent.
- g. Applications for a paid leave for study shall be submitted on a District prescribed form and shall include an outline of planned activities. The application shall be submitted to the Superintendent at least six (6) months prior to the commencement of the leave. Anyone granted a study leave will not be granted another study leave until first completing an additional six (6) consecutive years of service in the District following the first study leave.
- h. The number of unit members on paid leaves for study shall not exceed 5% of the unit members in any given year. If there are applications from more than 5% of the unit members and all of the above conditions have been met by each, the final candidate(s) will be selected on the basis of seniority in the District. The final candidate(s) will be recommended to the Board for the final determination.
- i. The Board of Trustees shall make its final determination based on the merits of the application and the fiscal status of the District.

## ARTICLE 18: PART-TIME TEACHING

### GENERAL PROVISIONS

1. Definitions:
  - a. A part-time teacher is defined as a teacher who is hired to work less than 100% and does not need to share a contract with another teacher, or a full-time teacher who has been granted a reduction from full-time to part-time teaching.
  - b. A voluntary part-time teacher-employee initiated part-time teaching for non-medical reasons: (If leave is due to a medical reason, see Article 14, Sick\_Leave).
  
2. The proration of FTE for the middle school is as follows which includes Prep:

6 Periods (Purchase of a Prep)	1.20
5 Periods	1.00
4 Periods	0.80
3 Periods	0.60
2 Periods	0.40
1 Period	0.20
  
3. Teachers in part-time service shall have all rights and privileges afforded full-time teachers under this agreement, except where specifically abridged (see Article 7.3.a.2).
  
4. See Article 35 regarding benefits for part-time employees.
  
5. To receive one (1) year's credit for longevity on the salary schedule, the employee must complete 75% of his or her regular full-time assignment. Prorated credit of less than 75% time shall be cumulative. An employee will be given credit for his or her cumulative time through June 30, once a year. Any cumulative time will be effective July 1<sup>st</sup> of the next school year.
  
6. Sick leave benefits are accrued based on the prorated normal rate.
  
7. The proportion of a full-time assignment shall be based upon a workday of 7.25 hours less the 30 minutes duty free lunch period.
  
8. Although some flexibility may be allowed, scheduling is the responsibility of the District. The part-time teaching assignment will be made only with the approval of the District. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each part-time teacher. District superintendent or designee shall approve this calendar.
  - a. All part-time certificated staff will attend district day on pro-rated basis as directed by immediate supervisor.
  - b. All part-time certificated staff working 50% or less must attend one (1) Staff Development day. All part-time certificated staff working more than 50% must attend two (2) Staff Development days.
  
9. The part-time teacher is required to take an active part in District and school in-service, staff

and other meetings, parent conferences, yard duty and other duties, as required on their calendared work days.

10. Requests for part-time teaching shall be made in writing, through the immediate supervisor, to the District Office by February 1<sup>st</sup>.
11. Where a part-time request shall involve a transfer or reassignment, it shall be processed in accordance with Article 7 of this Agreement.
12. Teachers who are granted a reduction from full-time to part-time teaching shall concurrently be granted a leave under Article 18 without pay for the remainder of their full-time assignment.
13. Teachers who voluntarily request and are granted a part-time assignment less than their FTI will have return rights to that FTE.
  - a. For the first two (2) years, teachers in a part-time assignment shall have return rights to their original position, contingent upon enrollment.
  - b. Teachers who have been granted a reduction may return to full-time service provided a request to do so has been filed on or before February 1 with the District. Receipt of the request shall be promptly acknowledged.
  - c. After two (2) years, the return rights of teachers in part-time assignment is contingent upon an open, equivalent FTE position being available. Teachers who are currently on a voluntary part-time assignment will begin their first two (2) years effective July 1, 2017.
  - d. Where a transfer or reassignment is necessary, it shall be in accordance with Article 7 of this Agreement.
14. A request to continue in a part-time assignment shall be filed on or before February 1<sup>st</sup> of each year.
15. The District shall notify the employee as soon as possible, but no later than June 1<sup>st</sup>, whether or not his or her request has been granted.
16. Attendance at in-service days will be on a prorated basis.
17. 4<sup>th</sup> and 5<sup>th</sup> grade prep positions will be calculated based on instructional minutes including prep time for the teacher and equals .08982 FTE per class.

## **ARTICLE 19: SHARED CONTRACT – LEAVE OF ABSENCE**

1. The purpose of this program is to provide options for certificated employees to reduce their workloads by sharing the responsibility for a full-time position with another employee. It is the responsibility of the employee, with the assistance of the District, to identify a suitable teaching partner. Both members of a team are to assume full responsibility for the total classroom and instructional plan.
2. Assignments of shared contract employees will be made in the best interests of the District, as finally determined by the District. Assignments will be made for one (1) school year at a time. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each team. Although some flexibility may be allowed, the calendar must be approved by the Superintendent or designee.
3. Certificated employees at their own option, and subject to District approval, may elect to reduce their workload under the following conditions:
  - a. A Shared Contract Leave of Absence may be granted after two (2) years of service.
  - b. Minimum employment under this program shall be equal to the percentage of the number of days normally required of the certificated employee, or working a percentage of the school day, either morning or afternoon, every day school is in session, plus an equal percentage of all pre-school, post-school, and in-service days listed on the calendar.
  - c. A calendar for the entire year will be developed before the school year begins and will specify workdays or schedules for each team. Although some flexibility may be allowed, the calendar must be approved by the District Superintendent or designee.
  - d. An employee who accepts an assignment under this "Shared Contract for Reduced Workload" policy, will receive a salary equal to a pro rata share of what his/her salary would be under a regular full-time assignment.
  - e. If the employee contributes additional monies to purchase the full benefit coverage, the employee may receive full fringe benefits granted to personnel in his/her classification at a rate equal to a pro rata share of a full-time employee.
  - f. The employee and the District's contribution to the retirement system will be based on actual salary paid. The employee will receive only the prorated service credit towards years of service as computed by the teachers' retirement system.
  - g. To receive one (1) year's credit for longevity on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% shall be cumulative. An employee will be given credit for his/her cumulative time, through June 30<sup>th</sup>, once a year, effective July 1<sup>st</sup> of the next school year.
  - h. Sick leave benefits are accrued based on the prorated normal rate.



- i. When a teacher in the shared contract uses a day of sick leave or attends approved professional development on a non-scheduled work day, the person sharing the contract with that individual will, whenever possible, substitute for the partner. When this occurs there will be no deduction of sick leave. Substitution by shared contract partners will be recorded on each partner's monthly attendance sheet. However, there will be a payback day charged to that individual. Payback days are defined as those days when the certificated partner substituted. If payback days do not equal out between sharing individuals at the end of the year, sick days shall be deducted and the teaching partner paid for the extra days worked at the prevailing substitute pay.
  1. When both teachers attend approved professional development on a workday, the off-duty teacher will receive day for day compensatory time (a day of release time).
  2. When a shared contract teacher attends required professional development on a non-scheduled workday, the teacher will receive hourly pay for extra-duty (per Article 35).
4. If one (1) partner does not continue for the full period of the assignment, the remaining partner may opt to assume the full-time position or request that the district assist in obtaining a replacement partner.
5. Teachers who voluntarily request and are granted a shared contract less than their FTE will have return rights to that FTE.
  - a. For the first two (2) years, teachers in a shared contract shall have return rights to their original positions, contingent upon enrollment.
  - b. After two (2) years, the return rights of teachers in a shared contract is contingent upon an open, equivalent FTE position being available. Teachers who are currently on a voluntary shared contract will begin their first two (2) years effective July 1<sup>st</sup>, 2017.
6. An employee in a shared contract wishing to terminate the assignment at the end of the school year or requesting an additional year of shared contract shall inform the District in writing by February 1<sup>st</sup>.
7. District seniority will determine which employee has priority when a shared contract is terminated. The other employee will be given the same consideration as a voluntary reassignment/transfer. (See article 7, Transfers and Reassignments)
  - a. To receive one (1) year's credit on the salary schedule, the employee must complete 75% of his/her regular full-time assignment. Prorated credit of less than 75% shall be cumulative. An employee will be given credit for his/her cumulative time, through June 30<sup>th</sup>, once a year, effective July 1<sup>st</sup> of the next school year.
  - b. Sick leave benefits are accrued based on the prorated normal rate.

## **ARTICLE 20: HEALTH LEAVE**

1. Upon request, a unit member may be granted a leave of absence for up to one (1) year for reasons of health. A unit member shall receive compensation for one (1) school year as follows: first he/she is to use the current year's sick leave; secondly, the accumulated sick leave; third, any catastrophic leave the unit member may have applied/approved; lastly, 5 consecutive months of Differential Leave provided in Education Code 44977, and the remainder will be District reimbursed by paying the unit member the difference between his/her salary and the salary of a substitute, including the cost of fringe benefits for the substitute.

The approval process is as follows:

- A letter addressed to the Board must be submitted to the Human Resources Coordinator.
  - The request must include a recommendation from a physician for an absence to extend beyond 5 months of Differential Leave that includes an anticipated return date.
    - The physician recommendation shall be limited to physical or mental illness
  - The request will be taken to the next Regular Board meeting for approval.
  - In the event the Board does not approve the request, the Board shall include the reason for denial.
  - The unit member is allowed to resubmit with additional information as may be requested from the Board denial.
2. The unit member's position shall be filled with either a temporary teacher or a long-term substitute.
  3. The unit member's return to work shall be upon the recommendation of a physician. The unit member shall notify the District regarding the return date.
  4. Should the unit member be eligible to return prior to the original requested date, the unit member may return under the following conditions:
    - The unit member provides a doctor's clearance to return to full duty with no restrictions.
    - The unit member's position was filled with a long-term substitute and not a temporary teacher.
      - If the unit member's position was filled with a temporary teacher, the District shall make every effort to find another position for the remainder of the school year.
  5. A unit member may request leave under this article a maximum of one time within 3 years.

## **ARTICLE 21: MATERNITY DISABILITY LEAVE**

1. Unit members are entitled to use sick leave as set forth in Article 14 for disabilities caused, or contributed to, by maternity, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability.

Such leave shall not be used for childcare or child rearing.

2. The length of such disability leave, including the date on which the leave shall commence, and the date on which the duties are to resume, shall be determined by the unit member and the unit member's physician
3. Unit members are entitled to leave without pay as per the Family Care and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) as set forth in Article 14.
4. The unit member on leave because of maternity disability shall be entitled to return to her original position, or to a comparable position that is mutually acceptable.

## **ARTICLE 22: SPECIAL PATERNITY/MATERNITY LEAVE**

### Special Paternity/Maternity Leave

1. The district shall grant, upon request, up to five (5) days of paternity/maternity leave. This leave shall be used at the discretion of the employee for the birth of his/her child and/or the discharge of family members from the hospital. This shall be deducted from sick leave.

## **ARTICLE 23: INDUSTRIAL ACCIDENT LEAVE**

1. Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year, for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When a person employed in a position requiring certification qualifications is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs. The total of the salary paid to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall not total more than his/her salary. The phrase "full salary" as utilized in this subdivision shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or

injury.

7. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978 and 44983 of the Education Code, and for the purposes of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
8. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
9. Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.

#### **ARTICLE 24: SAVINGS PROVISION**

1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. Any substitute action shall be subject to consultation with the Federation.

#### **ARTICLE 25: CONCERTED ACTIVITIES**

1. There shall be no strikes or other concerted activities, except those, which are protected under law, during the duration of the Agreement.

#### **ARTICLE 26: EFFECT OF AGREEMENT**

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

#### **ARTICLE 27: DURATION**

1. This Agreement and each of its provisions shall be binding on both parties from

July 1, 2022 to June 30, 2025.

2. Negotiations for subsequent Agreements will commence following the submission of both parties' negotiation proposals and complying with the sun shining requirements. At the request of both parties, Interest Based Bargaining shall be used.
3. The parties agree that all negotiable articles have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any article except 1) by mutual agreement, 2) as mentioned in Number 4 below, whether contained herein or not, during the life of this Agreement. This clause does not modify the express intent of Article 24 of this Agreement.
4. For the 2022-2025 years, each party may open Compensation, Duration, and two articles of its own choice. The parties agree that during the negotiations process edits that do not change the meaning of the Agreement can be made when mutually agreed upon without opening that article (i.e. formatting, pages numbers, spelling, etc.).

#### **ARTICLE 28: TEACHERS EDUCATIONAL AND PROFESSIONAL STANDARDS CERTIFICATED PERSONNEL - PROFESSIONAL GROWTH**

In order to achieve the highest level of professional service to the school district, each certificated staff member is encouraged to grow professionally.

1. Semester units will be earned at an accredited college or university. A quarter unit will be evaluated at 2/3 of a semester unit. Off-campus and correspondence courses may be accepted. Substitutions as noted in the following sections may also be used to meet this requirement.
2. The general policy regarding approval of credits will be that they bear some relation to the teacher's assignment or contribute in some significant way to the teacher's professional growth.
3. Credit will not be given for courses that are deemed to be merely a "rehashing" of previously taken courses. There are legitimate refresher courses, which may be submitted for approval.
4. Automatic approval will be given for all courses taken which are a part of the curriculum prescribed by an accredited institution for an advanced degree, provided the teacher furnishes satisfactory evidence of his/her intention to earn said advanced degree.
5. Travel will be accepted for credit under the following conditions:

- a. Up to two (2) units of credit may be granted for foreign or domestic travel in any three- year period unless officially conducted by a college or university where more credit is officially offered.
  - b. For a college-conducted tour for which college credit is given, one (1) unit of credit will be given for each semester unit of credit that is officially granted by the collegiate institution.
  - c. A resume of travel plans and purposes of the proposed trip must be submitted in advance to the Superintendent.
  - d. A written report confirming accomplishment of the avowed purpose of the trip must be presented to the Superintendent upon completion of the trip.
6. Summer Clinics, regardless of college credit offered, will be approved when it can be shown that such clinics or experiences contribute to the teacher's professional growth.
7. District workshops for the purpose of curriculum development and materials development may be granted professional growth credit on the following basis:
- a. The purpose of the workshop will be approved by the District administration, and the teachers applying for workshops will be selected by the administration.
  - b. Workshops may be teacher initiated as well as initiated by the administration. Application to participate in a workshop must outline the purpose of the project unless the workshop's purpose has already been defined by the District. A general time estimate should be included and a time limit established.
  - c. Projects must be done in consultation with District curriculum personnel and will generally be done on school premises except as otherwise authorized.
  - d. The completed project will be presented for approval to the District administration. The administration will act upon the request for approval within four weeks after the date the project is submitted. Where credit granted would involve writing a new contract with an increase in salary, the project must be submitted by September 1<sup>st</sup> so that it can be presented to the Board at their September meeting.
  - e. Credits will be granted on the basis of time spent, equivalent to that required for comparable units of college work, i.e., twenty-five (25) hours of work per unit. Continuation Educational units shall be equal to 2/3 of a semester unit.
8. It is the teacher's responsibility to arrange for approval of credit to be applied toward meeting his/her professional growth. A transcript, official grade card, or other official verification of course completion must be given to the District Office by September 1<sup>st</sup> to verify all such work.
9. Change of Status in Salary and Method of Professional Growth

- a. The employee must receive approval for all units used for professional growth salary advancement. Submit forms in a timely manner.
- b. If planning to earn units for credit toward professional growth advancement, notice of intent/approval form must be submitted to the Superintendent or designee by June 1<sup>st</sup>.
- c. All units/course work must be completed by September 1<sup>st</sup>.
- d. Notice of satisfactory completion of units/course work (report card or transcript) must be received by the Superintendent or designee by September 1<sup>st</sup>.

## ARTICLE 29: STAFF DEVELOPMENT DAYS

### 1. Staff Development

- a. The staff development program focus is to be on instructional methods, teaching strategies, and classroom management in an attempt to improve pupil performance, conflict resolution, intolerance and hatred prevention, and academic content in the core curriculum areas.
- b. Staff Development days will be equivalent to 7.25 hours of service.
- c. The District must pre-approve any activities credited for the Staff Development Program.
- d. Professional Development/Teacher Collaboration Time

Each Wednesday of the student calendar, all schools will be dismissed one hour earlier than regular dismissal to allow for professional development, data review, and collaborative academic planning for teachers. Each early release work-session shall run from fifteen (15) minutes after dismissal to the end of the duty day. Early release Wednesdays will be scheduled as follows:

**1. First Wednesday of the Month** – This Wednesday shall be directed by district level staff for the purposes of professional development, academic planning, and data analysis. If no district level training or discussions are needed, the day will be used for principal directed professional development, data review, or collaboration. If site administration subsequently determines that the day is not needed for the purposes described above, the day will then be used for teacher-directed collaboration as described below.

**2. Second Wednesday of the Month** – This Wednesday shall be reserved for teacher led collaborative academic planning. Teachers will be free to choose the topics of focus. Work during this time must include all grade level or department members and shall pertain to the academic interests of the students and/or the instructional pedagogy for teachers. When the team agrees that collaborative topics for that day have been properly addressed, it is permissible to disband and individually work on projects for the benefit of the grade level team or individual. To ensure that site administrators can best support the needs of the teachers, minutes which highlight the collaborative topics of the day and detail any ways that the administrator might be able to support the teacher's efforts, shall be taken each meeting and submitted to the site administrator no later than the end of the following day.

**3. Third Wednesday of the Month** – This Wednesday shall be reserved for principal directed professional development, data review, or collaboration. If no principal directed training or discussions are needed, the day will be used for teacher-led collaborative academic planning.



**4. Fourth Wednesday of the Month** – This Wednesday shall be reserved for teacher led collaborative academic planning. Teachers will be free to choose the topics of focus. Work during this time must include all grade level or department members and shall pertain to the academic interests of the students and/or the instructional pedagogy for teachers. When the team agrees that collaborative topics for that day have been properly addressed, it is permissible to disband and individually work on projects for the benefit of the grade level team or individual. To ensure that site administrators can best support the needs of the teachers, minutes which highlight the collaborative topics of the day and detail any ways that the administrator might be able to support the teacher’s efforts, shall be taken each meeting and submitted to the site administrator no later than the end of the following day.

**5. Fifth Wednesday of the Month** – This Wednesday shall be directed by district level staff for the purposes of professional development, academic planning, and data analysis. If no district level training or discussions are needed, the day will be used for teacher led collaborative academic planning.

## 2. Compensation

- a. The teacher work year shall include two (2) Staff Development days. Consideration will be given to providing collaboration on staff development days.
- b. Teachers who do not attend at least 14.5 hours of staff development and have such documented prior to April 15<sup>th</sup> shall be docked for the pay for each full day not attended and will not receive credible service for that time.
- c. The district shall provide two (2) staff development days within each academic year.
- d. A sign-in sheet will be completed at the beginning and the end of any session in order to document attendance.
- e. A staff member may submit a written proposal for alternative staff development activities that meet the criteria specified in I. The proposal must be approved in advance by the Superintendent or designee to meet the member’s staff development obligation.
- f. Staff members enrolling in professional growth courses may submit request to use credit time earned and apply it toward staff development if pre-approved by the district.
- g. Staff members using units to satisfy requirements for staff development may not use the units toward the salary schedule.



## **ARTICLE 30: AFFIRMATIVE ACTION**

As an educational agency dedicated to the improvement of the human conditions, the District, along with the Federation, bears a responsibility to provide equal employment opportunity.

As an equal opportunity employer, the District shall follow practices that are directed toward the assurance of no barriers to employment, development, advancement and treatment of employees, on the basis of religion, national origin, ancestry, race, sex, age or handicap.

It is the intent of the District and the Federation that:

1. Employment and advancement with the District shall be freely open to all persons irrespective to religion, national origin, ancestry, race, sex, age or handicap.
2. Affirmative efforts shall be made to recruit members of minority communities until the same proportion of minorities are employed in the school district as are represented by the student population within the District.
3. Personnel programs shall be administered in a manner that shall insure no barriers to promotion on the basis of sex, race, national origin, ancestry, religion, age or handicap.

## ARTICLE 31: CATASTROPHIC SICK LEAVE PROGRAM

### 1. Definition

"**Catastrophic injury**" or "**illness**" means an injury or illness, such as cancer, heart attack, major surgery, or a condition of similar severity. Such injury or illness may require a member to be absent from work due to either personal incapacitation or the incapacitation of a family member, for an extended period of time. If a member must be absent from work beyond the time covered by accumulated sick leave, then he/she may qualify for catastrophic leave.

A "family member" for the purpose of catastrophic leave, shall be defined as spouse, domestic partner, child, step-child, parent, and any relative currently living in the immediate household of the employee.

**Catastrophic Leave Committee** is the committee who oversees the donation bank, sick leave donation forms, and requests for the use of donated leave credits. This committee is made up of two RUFT members and two District members.

### 2. Eligibility Requirements

Participation in the Leave Bank is voluntary, but members must have contributed prior to requesting consideration for use of catastrophic leave. Leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

a. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that leave credits be donated and provides verification of catastrophic injury or illness as required by the contract.

Participants shall be required to submit a doctor's statement indicating the probable length of absence from work.

b. The employee has exhausted all his or her paid sick leave credits.

c. The Catastrophic Leave Committee verifies that the employee meets all the eligibility requirements.

d. Effective July 1, 2022, the employee who receives or has received catastrophic leave credits from the bank will repay half of the leave credits according to the schedules identified in sections e and f. In the event an employee has met this obligation, the employee will no longer need to continue repayment. In the event an employee has exceeded this obligation, the employee will not receive a reimbursement of any overage of leave credits repaid.

e. The employees who received catastrophic leave days from the bank before July 1, 2017 will repay them at the rate of two (2) days per year.

f. The employees who received catastrophic leave days from the bank after July 1, 2017 agree to repay the days at the following tiered rate in the event he or she returns to work.

Year 1=2 days  
Year 2=3 days  
Year 3=4 days  
Year 4=5 days  
Year 5=5 days

Members will continue to repay five (5) days per year after the 4<sup>th</sup> year until the obligation is met.

### **3. Procedure for Donating Sick Leave Credit**

- a. All employees, full or part-time, may only donate credits if they have in excess of nine (9) days of accumulated sick leave. Completed donation forms will be returned to the Catastrophic Leave Committee and a copy forwarded to the District Office.
- b. All transfer of sick leave credit to the program is irrevocable.
- c. Contributions shall be authorized in writing by the employee.
- d. All employees on paid status with the District are eligible to join the Leave Bank during the open enrollment period. Such period will be the first twenty-one (21) calendar days from the first student day of each year.
- e. Employees who elect not to join the Leave Bank upon first becoming eligible must wait for the next open enrollment period to join.
- f. Employees returning from extended leave which included the enrollment period and new employees hired after the beginning of the school year will be permitted to contribute within twenty-one (21) calendar days of their return/hiring date.
- g. Days shall be contributed to the Leave Bank and granted from the Leave Bank without regard to the daily rate of pay of the Leave Bank recipient.
- h. Potential donors are advised to consider the retirement implications of donating their unused sick leave credit for the Catastrophic Sick Leave Program.
- i. If an employee has not participated in donating sick leave credit, no “All-Call for donations” will be made by RUFT or the District.

### **4. Procedure for Requesting Sick Leave Credit**

- a. An employee desiring Catastrophic Sick Leave credit shall obtain an application from the Catastrophic Leave Committee, and return the completed application to the Catastrophic Leave Committee.
- b. An employee who receives sick leave credit pursuant to this action shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

- c. The maximum allocation per employee on initial application shall be twenty (20) days. Extensions may be granted, in twenty (20) day allotments, up to a maximum of sixty (60) days in any school year.
- d. Participants who have exhausted regular sick leave, but still have differential leave available to them, shall be eligible for Catastrophic Sick Leave Program credits. Participants may wish to exhaust differential leave prior to applying for credits under the Catastrophic Sick Leave Program. The District shall pay the participant full pay or a prorated amount for part-time participants. The credits shall be charged at one day or prorated day of sick leave for each day of absence.
- e. If a participant is incapacitated, applications may be submitted by the participant's agent or member of the participant's family.
- f. If an employee has not participated in donating sick leave credit, no "All-Call for donations" will be made by RUFT or the District.

## **5. Administrative Regulations**

- a. Catastrophic Sick Leave credits shall not be used for illness or disability that qualify the participant for Worker's Compensation Benefits.
- b. Credits shall not be considered available leave for purposes of qualifying for STRS Disability.
- c. The Federation, with the assistance of the District, shall maintain a Catastrophic Leave Bank file, listing members who have contributed, and who could qualify for use of Catastrophic Sick Leave days. Credit contributions will be filed on Federation forms and shall be acknowledged by the Catastrophic Leave Committee, or designee. The Committee shall approve candidates requesting use of catastrophic leave credits.
- d. The Federation may at any time issue a voluntary call for donations.
- e. The Federation may issue an "All Call for Donations" from Federation members when fewer than twenty (20) days exist, or when a request exceeds the number of days in the bank. Only those who respond or who have contributed during the previous four (4) years will remain members of the Catastrophic Sick Leave Bank.
- f. If the Leave Bank is terminated for any reason, the days remaining in the Leave Bank shall be returned to the then current participants of the Leave Bank proportionately except that no member shall receive more days than they have donated.
- g. The Federation shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.

## **6. Indemnification and Hold Harmless**

The Federation agrees to pay all costs, including attorney's fees, of any defense which the District must

make regarding claims made as a result of the terms of this Article, whether in grievance, arbitration laws, or equity. The Federation agrees to indemnify and hold the District harmless in respect to any such claims or actions.

## ARTICLE 32: EARLY RETIREMENT WORK FOR BENEFITS PROGRAM

### General Provisions:

1. Currently employed certificated personnel of the District are eligible for the Early Retirement Work for Benefits Program:
  - a. at age 55 or over if they have completed a minimum of ten (10) years of service with the District, the last of which has been the year immediately preceding retirement.
  - b. have retired under the STRS system and are no longer making contributions to STRS;
  - c. have resigned from the District;
  - d. have agreed to work as a consultant.
1. An employee will be eligible for the program for a maximum of five (5) years or to age seventy (70), whichever comes first. The program is for one (1) year and an employee must reapply each year, up to five (5) years. The retiree has the right to terminate the contract at any time and either discontinue the benefits or continue paying for the benefits on his/her own per state and federal requirements.
2. An employee must be enrolled in the District's benefit program three (3) years prior to retirement to qualify for this Early Retirement Work for Benefits Program.
3. An employee who was considered less than full time will be eligible for medical benefits on the same prorated basis as his/her level of benefits at the time of retirement.
4. All applicants for the Early Retirement Program shall be approved by the Board and no more than five (5) percent of the certificated staff will be approved in any one year.

### Contract:

1. The retiree will perform service during the fiscal year at activities mutually agreed upon by the retiree and the District. If activities cannot be agreed upon, then the contract with the retiree will be terminated.
2. Such services, by definition, shall be in the best interest of the District and within the retiree's classification or that which he/she is qualified to perform. Such projects may include, but shall not be limited to:
  - a. substituting
  - b. working on staff development and in-service programs
  - c. assisting in the testing program
  - d. supervising student activities



- e. providing aid to new teachers
  - f. curriculum development
1. A contract will be executed which delineates the duties, responsibilities and specific days to be worked.
  2. The agreement is not renewable beyond the five (5) years or age seventy (70). The District reserves the right to request doctor verification of incapacitating condition. If a retiree is unable to perform the duties mutually agreed to in the contract, the contract will be terminated. If the contract is terminated, the retiree will be able to maintain the benefits at his/her own cost per state and federal regulations.

**Benefits:**

1. Health and Welfare benefits (medical, vision, and dental) will continue at the level contracted for certificated District employees and subject to any maximum district contribution thereon.
2. The cost of the district's contribution will be divided by the last daily rate of the retiree to determine the number of days to be worked.

**Impact on Retirement Allowance:**

Any certificated employee interested in the Early Retirement Work for Benefits Program shall be required to contact STRS to determine if early retirement or resignation may have a serious impact on his/her retirement allowance that is to be paid by STRS. Said employees must seek advice from a representative of STRS prior to submitting an application for the Early Retirement Work for Benefit Program and verify in writing that a meeting was held.

### **ARTICLE 33: ACADEMIC FREEDOM**

1. Employees shall be afforded the broadest freedom to teach since the examination of multiple sides of issues is one of the means by which students learn how to make sound and mature judgments. To this end, the district will provide a teaching and learning atmosphere that is free from unreasonable censorship and restraint upon free inquiry, learning, and academic freedom.
2. Classroom presentations and discussions may introduce political, religious, or otherwise controversial material provided that the material is relevant to the course content and within the scope of the law. In performing their functions, teachers are encouraged to express all views, including their own, provided they distinguish between personal opinion and factual information.
3. All disputes involving academic freedom shall be settled in accordance with complaint procedures set forth in this Agreement and in Board Policy. An employee shall have the right to representation and to confront all accusers.

Questioned material will not be withdrawn from use until a final decision is made unless it presents a clear and present danger as determined by the Superintendent/designee. Such material may be reinstated if sustained by complaint procedures in Board Policy.

## **ARTICLE 34: PEER ASSISTANCE AND REVIEW (PAR)**

### **1. PHILOSOPHY**

The Peer Assistance and Review Program (here on referred to as “PAR”) is a cooperative effort by the District and the Federation to assist permanent need of development in subject matter, knowledge, or teaching strategies, for the purpose of improving instruction and student performance. PAR is a major step in expanding the authority of teachers in managing the profession by utilizing their expertise together with that of management to provide collegial support, assistance, and review. PAR also provides continuing professional development for all teachers.

### **2. PURPOSE**

The purpose of the PAR program is to provide professional assistance as well as continuous staff development to teachers in the subject matter knowledge or teaching strategies needed to improve student performance. The program shall have two (2) distinct components: Referred Teachers, and Volunteer Teachers.

### **3. PAR DEFINITIONS**

- a. PAR Panel: The Program shall be governed by the PAR Panel composed of two (2) District members selected by the Superintendent and three (3) Federation members selected by the union.
- b. Referred Teacher: A permanent teacher who has been identified as unsatisfactory or needing improvement.
- c. Volunteer Teacher: Any teacher who feels he/she may need growth and improvement in any area.
- d. Consulting Teachers: Permanent teachers selected by the PAR Panel to assist Referred or Volunteer Teachers.
- e. (CSTP): California Standards for the Teaching Profession
- f. Unsatisfactory Evaluation: A final evaluation of a teacher indicating that performance in one or more of the six (6) CSTP standards does not meet standards and needs improvement.

### **4. PROGRAM GOALS**

The PAR program will promote and encourage a cooperative relationship between the consulting teacher and the principal at each site. The guiding principle will be the improvement of the performance of the referred or volunteer teacher in order to provide better instruction for students. The Peer Assistance and Review Program will:

- a. provide Consulting Teachers to assist teachers who have received an unsatisfactory evaluation,
- b. provide Consulting Teachers to Volunteer Teachers
- c. The priority of support will be; 1) Referred Teachers 2) Volunteer Teachers

## 5. PAR PANEL

The PAR Panel shall have the following structure: three (3) certificated teachers and two (2) administrators. Teachers seeking a position on the PAR Panel will submit an application to the Federation Executive Board. Applicants must be meeting standards in their most recent overall evaluation. The teacher members of the PAR Panel shall be selected by a majority vote of the Federation Executive Board. Teacher members of the PAR Panel shall not be considered management under the Educational Employment Relations Act (EERA). The administrative members to the panel shall be appointed by the superintendent.

a. Duties and Responsibilities of PAR Panel

1. To select Consulting Teachers.
2. To recommend retention, continued assistance, or dismissal of Referred teacher(s) to the Superintendent/Board.
3. To release from PAR a Consulting Teacher whose performance does not meet the expectations of the program.
4. To evaluate the impact of the PAR Program in order to improve the program and to submit recommendations to Federation and the Superintendent for improvement of the program.
5. To meet at least four (4) times annually to review the work of the Consulting Teachers and their caseloads.
6. To annually select a facilitator. The position shall rotate every year between an administrator and a teacher.
7. To make all of its decisions by consensus, if possible, or otherwise by majority vote.

b. Conflict of Interest Clause:

In the event that one of the PAR Panel members is the administrator who has deemed that a Referred Teacher's performance is unsatisfactory, he or she shall remove himself or herself from the PAR Panel during consideration and review of that Referred Teacher's case. If a panel member becomes a Referred Teacher he/she shall remove himself or herself from the PAR Panel.

c. Site Principal:

Participants will follow the normal evaluation cycle for volunteer teachers. Should the administrative evaluator deem it necessary to communicate with the participant in a matter relating to discipline such as a letter of warning, or reprimand, copies of all such written materials shall be provided to the participant and the consulting teacher, if related to the CSTP. A cooperative relationship between the Consulting Teacher and principal is strongly encouraged. All deliberations and reports are confidential.

## 6. CONSULTING TEACHER

### Qualifications of the Consulting Teacher

1. Experience:
  - a) permanent employee,
  - b) at least five (5) years of recent classroom experience,
  - c) prefer breadth of experience; and
  - d) demonstrated exemplary teaching ability.
2. Knowledge of:

- a) a range of teaching strategies and methods,
  - b) how to meet the needs of pupils in different contexts,
  - c) effective classroom management strategies,
  - d) counseling and coaching strategies, and
  - e) Peer Assistance and Review Program
3. Abilities and Skills:
- a) to communicate effectively and tactfully in both oral and written form,
  - b) to counsel and assist peers,
  - c) to assess and prescribe appropriate instructional strategies,
  - d) to demonstrate effective instructional strategies,
  - e) to make recommendations to the PAR Panel,
  - f) to organize an effective plan of assistance for each participating teacher,
  - g) to maintain a high level of respect.
4. Training:
- a) in evaluation procedures,
  - b) in classroom management and specific techniques,
  - c) in peer counseling and conflict resolution,
  - d) in curriculum design; and
  - e) in ongoing professional development.
  - f) other appropriate training

a. Procedures for Selection of Consulting Teachers

Each certificated teacher who applies for the position of consulting teacher will:

1. submit an application and three (3) letters of recommendation, one of which must be from a current administrator,
2. authorize the review of their performance evaluations by the PAR Panel,
3. be observed in the classroom by one or more members of the PAR Panel,
4. interview with the PAR Panel.

A majority vote of three (3) of the Panel members will be required for the selection of a Consulting Teacher.

Service of a Consulting Teacher

1. Service will be on a yearly basis. For subsequent years, only the PAR application need be submitted by continuing Consulting Teachers.
2. Consulting Teacher will agree not to serve as an administrator during his/her term as Consulting Teacher.
3. Consulting Teachers shall be -held harmless and are protected from legal liability in the execution of their assigned duties.

b. Annual Compensation

1. \$2,600 per Referred Teacher (limited to two) per Consulting Teacher
2. \$2,000 per Volunteer Teacher (limited to two) per Consulting Teacher
3. \$750.00 stipend for PAR Panel Facilitator, if a teacher
4. \$500.00 stipend per teacher PAR Panel member

Duties of the Consulting Teacher Related to Referred Teachers

Consulting Teachers shall have the primary responsibility for assistance and review of program participants to whom they are assigned, with no more than two (2) participants per consulting teacher. Should a situation arise that would require more than two (2) participants, Federation and

the District will meet and negotiate. Consulting Teachers shall be able to decline an assignment when it would not be in the best interest of either party. It is expected that there will be frequent conversations between the Consulting Teacher and the site administrator regarding the program participant. The Consulting Teacher will meet with the site administrator prior to the PAR Panel report of the progress being made by each program participant. Each Consulting Teacher will be required to:

1. Assist in writing clear performance goals with the participant, in collaboration with the principal, consistent with the California Standards for the Teaching Profession (CSTP);
2. Recommend in writing an appropriate professional development timeline of activities that are available to improve the skills and knowledge of each participant, and provide assistance for meeting recommendations;
3. Conduct multiple observations of each participant;
4. Provide a written post-observation to each participant within five (5) days after each observation;
5. Provide a summative evaluation documenting areas of growth and/or areas of needed improvement;
6. Maintain a schedule of consulting activities;
7. Send copies of observation reports to the site administration and the PAR Panel;
8. Maintain a log for each participant showing dates and time of contacts, including a summary of conversations, observations, and other forms of assistance provided;
9. Inform the PAR Panel of program participants progress and modify existing assistance plan, if necessary; and
10. Provide to the PAR Panel a final evaluation of those participating teachers for placement in their personnel file. After four (4) years of satisfactory performance the final report will be sealed.

#### Duties of Consulting Teachers as Related to Volunteer Teachers:

Consulting Teachers providing assistance to Volunteer Teachers will also:

1. Assist in writing clear performance goals with the participant, consistent with the California Standards for the Teaching Profession (CSTP)
2. Recommend in writing an appropriate professional development timeline of activities that are available to improve the skills and knowledge of each participant,
3. Conduct multiple observations of each participant,
4. Provide a summative year-end report to the PAR Panel documenting areas of growth and improvement. The original document shall be given to the Volunteer Teacher upon the conclusion of the Assistance Plan. The summative report shall be placed in the teacher's personnel file only upon request of the Volunteer Teacher. It is understood that the purpose of such participation is to provide peer assistance and professional development and that the Consulting Teacher will play no role in the evaluation of the Volunteer Teachers.

#### Subject Area Specialists:

The Federation and the District understand that every possible subject matter competency may not be available within the corps of Consulting Teachers, and therefore it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases the Consulting Teacher maintains primary responsibility for the Individual Improvement Plan, but may function more as a case carrier who assures the availability of appropriate resources and services. At the request of the Consulting Teacher, a subject area specialist may be assigned by

the PAR Panel to collaborate and assist the participating teacher.

A subject area specialist is a consultant who shall be utilized as the need arises. The subject area specialist will provide direct support for the participating teacher and recommend appropriate professional development activities.

Subject area specialists will receive release time and/or compensation at the contracted extra duty rate. The minimum of such release time and/or compensation shall be four (4) hours. Additional hours may be determined by the PAR Panel.

## **7. PAR PANEL PROCEDURES**

### Types of Referrals

#### 1. Referred Teachers (By Evaluator for Unsatisfactory Performance)

- a. A teacher who has received an unsatisfactory evaluation from the site administrator. The employee will be given a copy of the evaluation.
- b. The Superintendent or designee will be advised that the employee's performance is unsatisfactory and the evaluation qualifies the participant for the program.
- c. Superintendent or designee will recommend to the PAR Panel that the participant be placed in the PAR Program.

#### 2. Volunteer Teacher

- a. Teachers who need or want assistance shall be given every opportunity during the year to improve their job performance.
- b. An administrator may suggest that a teacher volunteer for intervention because of concerns which relate to the CSTP.

### PAR Panel Referral Procedures (For Referred Teachers)

1. Each referral shall be reviewed by the PAR Panel to determine whether acceptance into the program is appropriate.
2. The Referred Teacher shall have the opportunity to make a presentation to the PAR Panel.
3. If the PAR Panel rejects the referral, it shall provide the District with the reasons in writing for the rejection.
4. The PAR Panel will assign a Consulting Teacher to the participant and will advise him or her of the procedure to be followed. The participant will be given guidelines and timelines describing the remediation procedure to be followed and the professional development available to assist the participant.
5. Referred Teacher shall be annually reevaluated until there is a positive, satisfactory evaluation or separation from district.

### PAR Panel Process (For Referred Teachers)

1. A plan will be developed that will provide professional development to correct any of the areas where performance is unsatisfactory to start the improvement process.
2. The Consulting Teacher will maintain contact and report to the PAR Panel on the progress being made.
3. The Consulting Teacher shall provide an oral report and all written documentation to the Panel regarding progress of each participant following the designated timeline.
4. The Referred Teacher may be present for the presentation and will be given the opportunity to respond to the progress report.

Reporting to Panel (For Referred Teacher)

1. The Referred Teacher will be given the opportunity to respond to the PAR Panel regarding the progress report.
2. The may Referred Teacher not be present during the deliberation of the PAR Panel, which is confidential. The PAR Panel may request additional follow-up information from the administrative evaluator, Consulting Teacher, or the-Referred Teacher.
3. Before submitting a final report to the PAR Panel, the Consulting Teacher will meet with the participant and discuss the report. The Referred Teacher will receive a copy of the final report.
4. A final report will be made to the PAR Panel addressing the issues in the improvement plan, including all documented evidence collected during the assistance period, and staff development activities.
5. The final report will state whether the participant has or has not improved his or her performance to the satisfactory level.

PAR Panel Action (for Referred Teacher)

1. The PAR Panel will review the final report and may request information from the Consulting Teacher related to the Assistance Plan.
2. The PAR Panel will prepare a recommendation related to the participant's Assistance Plan to the Superintendent/Board. The recommendation will be one of the following:
  - a) Successful completion of the plan
  - b) Assistance will continue in the program
  - c) Termination of district employment recommended
3. The recommendation will be provided to the Board via the Superintendent. The Board will make a final decision if termination of district employment is recommended by the PAR Panel.

PAR Panel Reporting (for Volunteer Teachers):

1. An end of the year report will be submitted to the PAR Panel.

**8. ADDITIONAL PROVISIONS**

- a. Expenditures for the PAR program, including administrative cost of up to 5%, shall not exceed available funds
- b. At the conclusion of each year that the program is in effect, if revenue exceeds expenditures, the PAR Panel shall meet to determine the allocation of the surplus in a manner that facilitates the purposes of the PAR program and the professional development activities of the District.
- c. Funds shall be allocated to allow the release days and/or conferences as well as staff development and materials with the teachers assigned to the program.
- d. It is understood and agreed that this program shall terminate if for any reason there exists an inability for funding thereof through legislation).
- e. Nothing herein shall preclude the Superintendent and/or Board members from examining information to which they are entitled by law, for the review process and/or reemployment decision for participating teachers.
- f. Nothing herein shall modify or in any manner affect the rights of the Governing Board/District under provisions of the Education Code relating to the employment, classification, retention, or non-reelection of certificated employees.
- g. Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory



- performance and or unprofessional conduct pursuant to the Education Code.
- h. This article shall be subject to reopening on an annual basis by either party

## **9. REFERRED TEACHER'S DUE PROCESS RIGHTS**

- a. The-Referred Teacher shall be entitled to review all reports generated by the Consulting Teacher and principal prior to their submission to the PAR Panel, and have his or her comments attached. The Consulting Teacher shall provide the participating teacher with copies of such reports at least five (5) working days prior to the meeting of the PAR Panel at which time the reports will be considered.
- b. The Referred Teacher shall have the right to be represented by the Federation in any meetings of the PAR Panel to which she/he is called and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
- c. The decision to refer the teacher for intervention through this program shall not be subject to the grievance process, nor shall a decision to remove the teacher from the program be grieved.
- d. The Referred Teacher shall have the right to timely reports of progress being made following a developed timeline.
- e. The Referred Teacher shall have the right to present in writing to the Panel why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and have those reasons be considered by the Panel.
- f. The PAR Program in no manner diminishes the legal rights of bargaining unit members of the District.
- g. A Referred Teacher shall not have access to the grievance process to challenge the contents of reports, review, or decisions of the Consulting Teacher, Principal, or Panel but may file responses that shall become part of the official record of the intervention.

## ARTICLE 35: COMPENSATION

### Salary Schedules and Remunerations

1. For salary schedule see Addendum A.
2. Units earned after Bachelor's Degree (BA/BS) shall be compensated at \$80 per semester unit over thirty (30) units up to seventy-eight (78) units; and prorated based on the employee's FTE up to or in excess of a 1.0.
3. A Master's Degree (MA/MS) Stipend shall be compensated at \$750; and prorated based on the employee's FTE up to 1.0.
4. Transportation Allowance – An employee who is required by the Superintendent to use his/her automobile on district business shall be reimbursed for such necessary and appropriate business mileage at the appropriate I.R.S. rate.
5. Stipends – A stipend is a fixed payment to a current employee for services rendered that are usually for a fixed time period.
  - a. The rate of pay for all certificated stipends shall be agreed upon by the Federation and the District except for Grant Stipends which are determined by grant specification for duties and pay.
  - b. The position will be posted and the most senior employee will be selected.
  - c. Certificated stipend positions will be open to all qualified certificated staff and will be posted at each site for five (5) days before being filled.
  - d. A job description shall be created for each district wide and site certificated stipend position.
  - e. A current list of certificated stipend positions will be posted at each site each fall and spring as appropriate.
  - f. Certificated stipend positions will be filled for one (1) year or less. The holder of the position may reapply the next year.
  - g. Positions shall be filled by qualified, certificated staff at the site before being filled by other certificated, classified or general public.
  - h. Stipends shall be provided for work that is over and above the contracted duty day.
  - i. Approved stipends are listed in Addendum G.
6. Extra Duty – Work required by the district of an hourly nature over and above the regular workday (including but not limited to summer school, intersession, homework club, Saturday school, Step-Up).
  - a. Rate of pay for extra duty shall be based on the hourly rate of Step One of the teacher salary schedule

## **Fringe Benefits**

1. See Addendum B for the benefits cap information.
2. The health/welfare benefits paid on behalf of a part-time teacher shall be a proportional ratio of the benefits he or she would have earned as a full-time teacher. The teacher may elect to pay the balance of the cost in order to obtain full health and welfare benefit coverage. For employees who work at least .4 FTE who decline medical benefits, the District will pay 100% dental and vision. If the employee does choose medical benefits, then all benefits are prorated based on FTE.
3. Eligibility for family and single coverage will be determined by the carrier company.
4. **Opt Out/Cash-in-Lieu**

All employees may opt out of district provided medical benefits. If full-time employees (1.0 FTE) wish to participate in opt out/cash-in-lieu, they need to provide proof of medical insurance.

In-lieu of taking medical insurance provided through the District, the employee would receive cash-in-lieu up to \$2,000 annually, paid per pay period for each month of qualified coverage.

Employees who start the plan year opting-out of medical coverage and wish to participate in medical coverage after open enrollment due to a qualifying event may do so, and they will receive the monthly cap instead of the cash-in-lieu payment for the remainder of the coverage period.  
*(Note: Deductions for the employee's portion of the premium for June and July medical coverage known as tenths will be included in the remaining regular paychecks to ensure full payment by the May regular pay period).*

Employees who start the plan year with medical coverage and wish to opt out due to a qualifying event may do so, but they will not receive any cash-in-lieu for the remainder of the coverage period.

## **Early Retirement**

Each year the Board of Trustees and the Federation will review the implementation of a Golden Handshake program.

## **Insurance Committee**

An insurance committee, which would include four (4) Federation members, shall be assembled upon request of either party for the purpose of reviewing insurance programs.



Rescue Union School District  
Certificated Salary Schedule

2022 - 2023

183 Days x 7.25 Hrs/day equals 1.0 FTE ( 6.70% increase effective 07-01-2022)

STEP	BASE SALARY
1	57,517
2	57,519
3	58,313
4	60,421
5	63,243
6	66,060
7	68,881
8	72,462
9	76,436
10	79,618
11	79,618
12	82,796
13	82,796
14	86,291
15	86,291
16	90,109
17	90,109
18	94,245
19	94,245
20	98,696
21	103,001

Brd approved: 11-15-2022

Effective 7-1-2022, 5.7% added to 1% increase (total 6.7% increase to 2021-22 sal sched)

Brd approved: 3-8-22

Effective 7-1-21, add'l 2.53% for a total 3.53% increase

Brd approved: 5-25-21

Effective 7-1-21, 1% salary increase / 2yr agreement  
(add'l 1.0% salary increase effective 7-1-22)



# Rescue Union School District Certificated Salary Schedule 2023 - 2024

183 Days x 7.25 Hrs/day equals 1.0 FTE

STEP	BASE SALARY
1	61,543
2	61,545
3	62,395
4	64,650
5	67,670
6	70,684
7	73,703
8	77,534
9	81,787
10	85,191
11	85,191
12	88,592
13	88,592
14	92,331
15	92,331
16	96,417
17	96,417
18	100,842
19	100,842
20	105,605
21	110,211

Brd approved: 11-14-23 Effective 7-1-2023, 7% increase  
Brd approved: 11-15-22 Effective 7-1-2022, 5.7% added to 1% increase (total 6.7% increase to 2021-22 sal sched)  
Brd approved: 3-8-22 Effective 7-1-21, add'l 2.53% for a total 3.53% increase  
Effective 7-1-21, 1% salary increase / 2yr agreement  
Brd approved: 5-25-21 (add'l 1.0% salary increase effective 7-1-22)



Rescue Union School District  
**Certificated NURSE Salary Schedule**  
**2022 - 2023**

193 Days x 7.25 Hrs/day equals 1.0 FTE (with 6.7% increase effective 07-01-2022)

STEP	BASE SALARY
	<b>193 Days</b>
1	60,659
2	60,661
3	61,500
4	63,721
5	66,699
6	69,669
7	72,646
8	76,422
9	80,613
10	83,969
11	83,969
12	87,320
13	87,320
14	91,009
15	91,009
16	95,033
17	95,033
18	99,394
19	99,394
20	104,089
21	108,630

<p>Brd approved: 11-15-2022</p> <p>Brd approved: 3-8-2022</p> <p>Brd approved: 5-25-21</p>	<p>Effective 7-1-2022, 5.7% added to 1% increase (total 6.7% increase to 2021-22 sal sched)</p> <p>Effective 7-1-21, add'l 2.53% for a total 3.53% increase</p> <p>Effective 7-1-21, 1% salary increase / 2yr agreement (add't'l 1.0% salary increase effective 7-1-22)</p>
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Rescue Union School District  
**Certificated NURSE Salary Schedule**  
**2023 - 2024**

193 Days x 7.25 Hrs/day equals 1.0 FTE

STEP	BASE SALARY
	<u>193 Days</u>
1	64,905
2	64,907
3	65,805
4	68,181
5	71,368
6	74,546
7	77,731
8	81,772
9	86,256
10	89,847
11	89,847
12	93,432
13	93,432
14	97,380
15	97,380
16	101,685
17	101,685
18	106,352
19	106,352
20	111,375
21	116,234

Brd approved: 11-14-23

Brd approved: 11-15-22

Brd approved: 3-8-22

Brd approved: 5-25-21

Effective 7-1-2023, 7% increase

Effective 7-1-2022, 5.7% added to 1% increase (total 6.7% increase to 2021-22 sal sched)

Effective 7-1-21, add'l 2.53% for a total 3.53% increase

Effective 7-1-21, 1% salary increase / 2yr agreement (add'l 1.0% salary increase effective 7-1-22)

**ADDENDUM B**

Rescue Union School District  
**FRINGE BENEFITS**  
2023-2024

**BENEFITS**

Full-Time Employee Medical Benefits (Per Month of Coverage):

Employee Only:	Employee Plus One:	Family:
\$508.21 (609.86 over 10 pay periods)	\$558.21 (669.86 over 10 pay periods)	\$608.21 (729.86 over 10 pay pds)

Delta Dental Benefits: 100% District Paid for Full-Time Employees\*

Vision Service Benefits: 100% District Paid for Full-Time Employees\*

\*See Article 35 regarding less than full-time coverage

Updated: 06/2023



# RESCUE UNION SCHOOL DISTRICT

## Performance Evaluation Manual

for

Certificated Staff

**2390 Bass Lake Road**  
**Rescue, CA 95672**

(530) 677-4461  
Rescue Union School District

## **DISTRICT MISSION**

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

## **PHILOSOPHY OF EVALUATION**

The California Standards for the Teaching Profession are based on current research and expert advice pertaining to the best teaching practice. The Standards address the diversity of students and teachers in California schools today, and reflect a holistic developmental view of teaching. The evaluation procedures are designed to:

- \* Prompt reflection about student learning and teaching practice;
- \* Formulate professional goals to improve teaching practice; and
- \* Guide, monitor, assess the progress of a teacher's practice toward professional goals and professionally accepted benchmarks.

## **PURPOSE OF EVALUATION**

The purpose of the goal-setting conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession and to establish an evaluation focus. In addressing the six standards, you may select one to three standards as specific areas of focus. However, in the evaluation process, you are responsible for satisfactory performance in all six standards.

<b>FORM 1</b>		<b>Evaluation Goal-Setting Conference Form Attachment</b>	
Objectives due by: 6 <sup>th</sup> Friday of school year		Evidence due by: 1 <sup>st</sup> Friday of February	
<u><b>STANDARD</b></u>	<b>(Teacher's Action Plan)</b>	<u><b>SUPPORTIVE EVIDENCE</b></u> Demonstrate student achievement of grade level standards.	
<p><b><u>STANDARD ONE:</u></b></p> <p style="text-align: center;"><i>Engaging &amp; Supporting All Students in Learning</i></p> <p>1.1 Connecting students' prior knowledge, life experience, and interests with learning goals</p> <p>1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs</p> <p>1.3 Facilitating learning experiences that promote autonomy, interaction, and choice</p> <p>1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful</p> <p>1.5 Promoting self-directed, reflective learning for all students</p>			

<p><b>STANDARD TWO:</b> <i>Creating &amp; Maintaining Effective Environments for Student Learning</i></p> <p>2.1 Creating a physical environment that engages all students</p> <p>2.2 Establishing a climate that promotes fairness and respect</p> <p>2.3 Promoting social development and group responsibility</p> <p>2.4 Establishing and maintaining standards for student behavior</p> <p>2.5 Planning and implementing classroom procedures and routines that support student learning</p> <p>2.6 Using instructional time effectively</p>		
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<b>FORM 1</b>	<b>Evaluation Goal-Setting Conference Form Attachment</b>
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Objectives due by: 6<sup>th</sup> Friday of school year

<b><u>STANDARD</u></b>	<b>(Teacher's Action Plan)</b>
<p><b>STANDARD THREE:</b>  <i>Understanding &amp; Organizing Subject Matter for Student Learning</i></p> <p>3.1 Demonstrating knowledge of subject matter content and student development</p> <p>3.2 Organizing curriculum to support student understanding of subject matter</p> <p>3.3 Interrelating ideas and information within and across subject matter areas</p> <p>3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter</p> <p>3.5 Using materials, resources, and technologies to make subject matter accessible to students</p>	
<p><b>STANDARD FOUR:</b>  <i>Planning Instruction &amp; Designing Learning Experiences for All Students</i></p> <p>4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing instructional activities and materials for student learning</p> <p>4.4 Designing short-term and long-term plans to foster student learning</p> <p>4.5 Modifying instructional plans to adjust for student needs</p>	

**FORM 1**

**Evaluation Goal-Setting Conference Form Attachment**

Objectives due by: 6<sup>th</sup> Friday of school year

Evidence due by: 1<sup>st</sup> Friday of February

<b><u>STANDARD</u></b>	<b>(Teacher's Action Plan)</b>	<b><u>SUPPORTIVE EVIDENCE</u></b> Demonstrate student achievement of grade level standards.
<p><b>STANDARD FIVE:</b> <i>Assessing Student Learning</i></p> <p>5.1 Establishing and communicating learning goals for all students</p> <p>5.2 Collecting and using multiple sources of information to assess student learning</p> <p>5.3 Involving and guiding all students in assessing their own learning</p> <p>5.4 Using the results of assessments to guide instruction</p> <p>5.5 Communicating with students, families, and other audiences about student progress</p>		
<p><b>STANDARD SIX:</b> <i>Developing as a Professional Educator</i></p> <p>6.1 Reflecting on teaching practice and planning professional development</p> <p>6.2 Establishing professional goals and pursuing opportunities to grow professionally</p> <p>6.3 Working with communities to improve professional practice</p> <p>6.4 Working with families to improve professional practice</p> <p>6.5 Working with colleagues to improve professional practice</p>		<p>Supportive evidence of professional growth.</p>

**FORM 2**

**Pre-Observation Conference Form  
(completed by teacher)**

TEACHER: \_\_\_\_\_ DATE: \_\_\_\_\_

**Lesson Plan:** To be completed by teacher prior to the pre-observation conference.

**Curriculum Standard**

Which content standard(s) will be addressed in the lesson?

**Lesson Objective**

What will students know or be able to do as a result of the lesson?

**Teaching and Learning Activities**

List/describe the instructional strategies you will use to engage all students in learning.

**Assessment/Check for Understanding**

How will students demonstrate their learning?

**Pre-Conference Questions:** May be completed prior to or during pre-conference.

How will you engage and support all students' learning? How will you promote critical thinking?

How will you create and maintain an effective environment for student learning?

How will you organize curriculum to facilitate students' understand of central themes, concepts and skills (i.e., standards)?

How will you plan instruction and design learning experiences for all students? State how you will use a variety of instructional strategies to increase student achievement.

How will you assess student learning? How will you use the results of these assessments to improve instructions? How will you guide students in assessing their own learning?

How will you incorporate ideas/strategies from recent professional learning into the preparation, delivery, and analysis of this lesson?

\_\_\_\_\_  
**Teacher**

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

\_\_\_\_\_  
**Principal**

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

**FORM3a**

**EVIDENCE OF STANDARDS**

**(completed by administrator)**

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

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

School: \_\_\_\_\_

Time/Period: \_\_\_\_\_

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

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



**FORM 3b**

**POST-OBSERVATION EVALUATION FORM  
(completed by administrator)**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_  
School: \_\_\_\_\_ Time/Period: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

**POST-OBSERVATION EVALUATION QUESTIONS:**

How do you think the lesson went? Did the lesson go as you had planned? Would you like to see the data I gathered? How does this data match your expectations or surprise you?

What worked?

Lesson Focus-Challenges-Concerns

Teacher's Next Steps:

Administrator's Next Steps:

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

**FORM 4**

**POST-OBSERVATION FORM  
(completed by teacher)**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_  
School: \_\_\_\_\_ Time/Period: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_

**May be completed prior to or during post-observation conference.**

**Consider each of the following questions and prepare to discuss them at your scheduled post-conference. Make notes, as needed, so you are prepared to discuss your reflection during the post-conference.**

**What worked?**

**Lesson Focus-Challenges-Concerns**

**Based on your reflection, how effective was your lesson (i.e. planning, assessments, and instructional strategies)?**

**Is your need to revisit concepts in the lesson? How will you address these concepts for students who had difficulty?**

**Based on your analysis of student work, how would you modify this lesson? What are your goals for future lessons?**

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

**FORM 5a**

**EVALUATION OF TEACHING PERFORMANCE**  
**(completed on or before 30 days before end of school year)**

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

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

School: \_\_\_\_\_

Time/Period: \_\_\_\_\_

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

Period Covered by this Evaluation: \_\_\_\_\_

Dates of Conferences: \_\_\_\_\_

Dates of Observations: \_\_\_\_\_

Status of Teacher:    \_\_\_\_\_ Probationary 1    \_\_\_\_\_ Probationary 2    \_\_\_\_\_ Years in District  
                                  \_\_\_\_\_ Temporary                                    \_\_\_\_\_ Permanent

- 3. MEETS STANDARDS
- 2. APPROACHING STANDARD
- 1. DOES NOT MEET STANDARDS-NEEDS IMPROVEMENT

<b>STANDARD I – Engaging and Supporting All Students in Learning</b>	<b>1</b>	<b>2</b>	
• Connecting students’ prior knowledge, life experience, and interests with learning goals			
• Using a variety of instructional strategies and resources to respond to students’ diverse needs			
• Facilitating learning experiences that promote autonomy, interaction, and choice			
• Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
• Promoting self-directed, reflective learning for all students			
<b>STANDARD II – Creating &amp; Maintaining Effective Environments for Student Learning</b>	<b>1</b>	<b>2</b>	
• Creating a physical environment that engages all students			
• Establishing a climate that promotes fairness and respect			
• Promoting social development and group responsibility			
• Establishing and maintaining standards for student behavior			
• Planning and implementing classroom procedures and routines that support student learning			
• Using instructional time effectively			

**FORM 5a (continued)**

<b>STANDARD III – Understanding &amp; Organizing Subject Matter for Student Learning</b>			
• Demonstrating knowledge of subject matter content and student development			
• Organizing curriculum to support student understanding of subject matter			
• Interrelating ideas and Information within and across subject matter areas			
• Developing student understanding through instructional strategies that are appropriate to the subject matter			
• Using materials, resources and technologies to make subject matter accessible to students			

<b>STANDARD IV – Planning Instruction &amp; Designing Learning Experiences for All Students</b>	<b>1</b>	<b>2</b>	<b>3</b>
• Drawing on and valuing students’ backgrounds, interests, and developmental learning needs			
• Establishing and articulating goals for student learning			
• Developing and sequencing instructional activities and materials for student learning			
• Designing long and short term plans to foster student learning			
• Modifying instructional plans to adjust for student needs			
<b>STANDARD V – Assessing Student Learning</b>			
• Establishing and communicating learning goals for all students			
• Collecting and using multiple sources of information to assess student leaning			
• Involving and guiding students in assessing their own learning			
• Using results of assessments to guide instruction			
• Communicating with students, families, and other audiences about student progress			
<b>STANDARD VI – Developing as a Professional Educator</b>			
• Reflecting on teaching practice and planning professional development			
• Establishing professional goals and pursuing opportunities to grow professionally			
• Working with communities to improve professional practice			
• Working with families to improve professional practice			
• Working with colleagues to improve professional practice			

If given an evaluation of (1) or (2): site specific example and instance as well as recommendation(s).

\_\_\_\_\_  
Evaluator’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher’s Signature

\_\_\_\_\_  
Date

**FORM 5b (continued)**

**EVALUATION OF TEACHING PERFORMANCE  
SUMMARY EVALUATION**

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

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

**COMMENDATIONS:**

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

**RECOMMENDATIONS:**

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

**OVERALL EVALUATION:**

- Meets Standards
- Approaching Standards
- Does Not Meet Standards-Needs Improvement (See Attached Plan)

Retain _____	Improvement Plan to be Developed _____	Peer Assistance and Review _____	Do Not Retain _____
--------------	---	-------------------------------------	------------------------

\_\_\_\_\_  
Evaluator's Signature      Date

\_\_\_\_\_  
Evaluatee's Signature      Date

\_\_\_\_\_  
Superintendent's Signature      Date

Attachment       Yes    No

**\*SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 WORKING DAYS.**

School District: \_\_\_\_\_

**ADDENDUM C-1**

**CERTIFICATED SCHOOL NURSE (EMPLOYEE) PERFORMANCE  
EVALUATION TO BE USED BY NON-NURSE ADMINISTRATORS  
(Outcome Based Sample One)**

Employee \_\_\_\_\_ SSN \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Program/Assignment \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_ Title \_\_\_\_\_

Status of Employee: (√) \_\_\_\_ Temporary; \_\_\_\_ Probationary; \_\_\_\_ Permanent

Hours per Week: \_\_\_\_\_

**Rating Performance:**  
 1) Meets expectations 2) Needs improvement 3) Unsatisfactory 4) N/A or Not Observed

1. PERFORMANCE AREAS	PERFORMANCE RATING	COMMENTS
1.1 Review student health data for compliance with state and district regulations.	1 2 3 4	
1.2 Conduct mandated screenings for vision, hearing and scoliosis.	1 2 3 4	
1.3 Maintain school health data and records.	1 2 3 4	
1.4 Oversee immunization mandates and compliancy	1 2 3 4	
1.5 Identify student health needs through nursing assessment and refer for appropriate health care and follow-up.	1 2 3 4	
1.6 Provide supervision and/or direct care for specialized health care and use proper documentation tools.	1 2 3 4	
1.7 Provide supervision and/or direct care for administration of medication and use proper documentation tools.	1 2 3 4	

<b>2. INSTRUCTIONAL STRATEGIES AND TECHNIQUES</b>	<b>PERFORMANCE RATING</b>	<b>COMMENTS</b>
2.1 Provide in-services on communicable diseases to educational staff.	1 2 3 4	
2.2 Provide training for specialized care and medication administration to the educational staff.	1 2 3 4	
2.3 Prepare reports and/or interpret medical information for educational needs as appropriate.	1 2 3 4	
2.4 Recommend necessary school adjustments for students with health problems.	1 2 3 4	
2.5 Involve the parents in the development of health plans.	1 2 3 4	
<b>3. HEALTH COUNSELING AND EDUCATION</b>	<b>PERFORMANCE RATING</b>	<b>COMMENTS</b>
3.1 Provide health counseling and/or education to student, parent, and educational staff as time permits.	1 2 3 4	
3.2 Participate in planning and implementation of a health education program as time permits.	1 2 3 4	
<b>4. PREVENTION AND CONTROL OF COMMUNICABLE DISEASE</b>	<b>PERFORMANCE RATING</b>	<b>COMMENTS</b>
4.1 Provide health in-service programs as needed to educational staff on communicable disease prevention.	1 2 3 4	
4.2 Act as a health consultant and resource to staff and community.	1 2 3 4	
4.3 Interpret and implement policies and procedures concerning communicable disease.	1 2 3 4	
<b>5. ESTABLISH AND MAINTAIN STANDARDS TO MINIMIZE THE</b>	<b>PERFORMANCE RATING</b>	<b>COMMENTS</b>
<b>EFFECTS OF ACCIDENTS OR ILLNESS IN THE SCHOOL SETING</b>		
5.1 Administer first aid in accordance with standard first aid guidelines.	1 2 3 4	

5.2 Provide periodic staff development to educational staff on first aid procedures.	1 2 3 4	
5.3 Maintain first aid supplies and kits.	1 2 3 4	
5.4 Analyze accidents to determine causes and report safety hazards to appropriate administrator.	1 2 3 4	
<b>6. STAFF RELATIONSHIPS</b>	<b>PERFORMANCE RATING</b>	<b>COMMENTS</b>
6.1 Maintain a professional working relationship with educational staff, students and/or parents.	1 2 3 4	
6.2 Carry out share of assignment willingly and readily.	1 2 3 4	
6.3 Exhibit good communications skills.	1 2 3 4	
<b>7. ORGANIZATION</b>	<b>PERFORMANCE RATING</b>	<b>COMMENTS</b>
7.1 Is prompt and accurate with reports and forms.	1 2 3 4	
7.2 Is punctual.	1 2 3 4	
7.3 Carry out daily assignments promptly	1 2 3 4	
<b>8. PROFESSIONAL COMMITMET</b>	<b>PERFORMANCE RATING</b>	<b>COMMENTS</b>
8.1 Is adaptable and will try new ideas	1 2 3 4	
8.2 Actively update skills through workshops, conferences, etc.	1 2 3 4	



**CERTIFICATED SCHOOL NURSE (EMPLOYEE) PERFORMANCE  
EVALUATION TO BE USED BY NON-NURSE ADMINISTRATORS**

SUMMARY COMMENTS

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

Signature of SN Evaluated \_\_\_\_\_ Date \_\_\_\_\_

FORM 1

ADDENDUM C-2

**Professional School Counselor Evaluation Goal-Setting Conference Form**

PSC		<u>Status</u>	
Site		Probationary 1 <input type="checkbox"/>	Permanent <input type="checkbox"/>
Year of Evaluation		Probationary 2 <input type="checkbox"/>	Temporary <input type="checkbox"/>

**Purpose:** *The purpose of the goal-setting conference is to provide an opportunity for a conversation about good counseling for the Professional School Counselor as reflected in the National Standards for School Counseling and to establish an evaluation focus. In addressing the six standards, you may select one to three standards as specific area of focus. However, in the evaluation process, you are responsible for satisfactory performance in all six standards.*

Administrator's Initials	Date of Conference	Check Focus Standards for the Year	<b>STANDARDS</b> Select one to three standards as specific areas of focus
			<b>I. The PSC implements the Guidance Curriculum Component through the use of effective instructional skills and the careful planning of structured group sessions for all students.</b>
			1. The PSC teaches guidance units effectively.
			2. The PSC encourages staff involvement to ensure the effective implementation of the guidance curriculum.
			<b>II. The PSC implements the Individual Planning Component by guiding individuals and groups of students and their parents through the development of educational and career plans</b>
			3. Provide opportunity for students to investigate the world of work in relation to knowledge of self and to make informed career decisions
			4. The PSC demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.
			<b>III. The PSC implements the Responsive Services Component through the effective use of individual and small group counseling, consultation, and referral skills.</b>
			5. The PSC counsels individual students and in small groups of students with identified needs/concerns.
			6. The PSC consults effectively with parents, teachers, administrators and other relevant individuals.
			7. The PSC implements an effective referral process in collaboration with parents, administrators, teachers,

			and other school personnel.
			<b>IV. The PSC implements the System of Support Component through effective guidance program management and support for other educational programs.</b>
			8. The PSC provides a comprehensive and balanced guidance program in collaboration with school staff.
			9. The PSC provides support for other school programs.
			<b>V. The PSC uses professional communication and interaction with the school community.</b>
			10. The PSC demonstrates positive interpersonal relations with students.
			11. The PSC demonstrates positive interpersonal relations with staff.
			12. The PSC demonstrates positive interpersonal relations with parents/patrons.
			<b>VI. The PSC fulfills professional responsibilities.</b>
			13. The PSC demonstrates a commitment to ongoing professional growth.
			14. The PSC possesses professional and responsible work habits.
			15. The PSC follows the profession's ethical and legal standards and guidelines, as well as promotes cultural diversity and inclusivity in school policy and interpersonal relationships.

**FORM 2**

**ADDENDUM C-2**

**PSC Evaluation Goal-Setting Conference Form Attachment**

PSC:	Date:    /    /
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<b>STANDARD</b>	<b>OBJECTIVE (Counselor's Action Plan)</b>	<b>SUPPORTIVE EVIDENCE</b>

**FORM 3**

**ADDENDUM C-2**

**PSC Pre-Observation Guidance Activity Review**

**PSC** \_\_\_\_\_

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

**Performance Criterion Addressed** \_\_\_\_\_

*The Pre-Observation Guidance Activity Review is to be completed by the professional school counselor and given to the administrator/supervisor at/or before a pre-observation conference. This information is used by the administrator/supervisor to gain insight not only into the comprehensive guidance program but also into the professional school counselor's reflective understanding regarding planning and may be used to document performance criteria relating to planning.*

1. Which of the Comprehensive Guidance Program Components (guidance curriculum, individual planning, responsive services, and system support) will be addressed?
2. Briefly describe the guidance activity and the audience.
3. What materials will be used?
4. How will the audience be engaged? What will audience members be expected to do during the activity?
5. Do you anticipate member having difficulties or concerns with the activity? If so, what? How will you address the concerns?

**FORM 4**

**ADDENDUM C-2**

**PSC Observation Report**

**PSC** \_\_\_\_\_

**School** \_\_\_\_\_

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

**Performance Criterion  
Addressed** \_\_\_\_\_

*The Professional School Counselor Observation Report is used by the administrator/supervisor during observation and shared at the post observation conference. During observation, the administrator/supervisor takes notes regarding audience and PSC behavior. It is not necessary to script the entire oral discourse of the PSC; however, the administrator/supervisor should record specific audience behaviors and comments as well as specific PSC behaviors and comments. These notes can be taken separately and then transferred to the PSC Observation Report form.*

1. The following Comprehensive Guidance Program Component [guidance curriculum, individual planning, responsive services, and system support] was addressed.
  
2. Did the audience become engaged in the activity? The following indications suggested that the audience understood what to do during the activity.
  
3. The following materials were used effectively to enhance the activity.
  
4. Did the audience members have difficulties or concerns with the activity? If so, what? The concerns were addressed in the following manner.
  
5. Was there anything about the environment that affected the audience during the observation? If so, the following indications suggested that the PSC compensated for these effects.

**FORM 4**

**ADDENDUM C-2**

**PSC Observation Report [continued]**

6. Did the audience gain the expected outcome as a result of the Comprehensive Guidance Program Activity? The following indications suggested that the audience achieved the expected outcome during the activity.

7. How did the PSC assess the audience’s new learning/skill/understanding?

8. Regarding topics/behaviors/techniques, the following specific feedback is provided.

PSC’s Comments:

Administrator’s/Supervisor’s Comments:

\_\_\_\_\_  
PSC Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator/Supervisor Signature

\_\_\_\_\_  
Date

Signature only indicates the above has been reviewed and discussed. Copies are provided to PSC and administrator/supervisor.

\*If more space is needed, please add additional pages.

**FORM 5**

**ADDENDUM C-2**

**PSC Post-Observation Guidance Activity Reflection**

**PSC** \_\_\_\_\_

**School** \_\_\_\_\_

**Administrator/Supervisor** \_\_\_\_\_

*The Post-Observation Comprehensive Guidance Activity Reflection is completed by the PSC following each formal observation and taken to the post-observation conference with the administrator/supervisor. This form may be used by the administrator/supervisor to discuss and document performance criteria.*

1. Briefly describe the guidance activity and the audience and how it was tied to the Comprehensive Guidance Program Components [guidance curriculum, individual planning, responsive services, system support].
  
  
  
  
  
  
  
  
  
  
2. Did the audience become engaged in the activity?
  
  
  
  
  
  
  
  
  
  
3. What indications did I have that the audience understood what to do during the activity?
  
  
  
  
  
  
  
  
  
  
4. What feedback did I receive from the audience indicating they achieved understanding and that the goal(s)/objective(s) were met for this activity?
  
  
  
  
  
  
  
  
  
  
5. Did audience member have difficulties or concerns with the activity? If so, what? How were the concerns addressed?



**FORM 5**

**ADDENDUM C-2**

**PSC Post-Observation Guidance Activity Reflection [continued]**

6. Knowing what I know now, if I had the opportunity to do this activity again with the same audience, what would I do differently?

7. If there were one thing from this activity that I could share with a colleague, what would it be?

Additional Comments:

PSC's Next Steps:

Administrator's/Supervisor's Next Steps:

**FORM 6a**

**ADDENDUM C-2**

**Professional School Counselor Performance Evaluation**

**PSC** \_\_\_\_\_ **School** \_\_\_\_\_

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

Years in District \_\_\_\_\_ Period Covered by this Evaluation: \_\_\_\_\_

Status of PSC: \_\_\_\_\_ Probationary 1 \_\_\_\_\_ Probationary 2 \_\_\_\_\_ Temporary \_\_\_\_\_ Permanent \_\_\_\_\_

**Dates of Conferences:** \_\_\_\_\_

**Dates of Observations:** \_\_\_\_\_

- 4. EXCEEDS STANDARDS**
- 3. MEETS STANDARDS**
- 2. NEEDS IMPROVEMENT**
- 1. UNSATISFACTORY-DOES NOT MEET STANDARDS**

<b>Standard I. The PSC implements the Guidance Curriculum Component through the use of effective instructional skills and the careful planning of structured group sessions for all students.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1. The PSC teaches guidance units effectively.				
2. The PSC encourages staff involvement to ensure the effective implementation of the guidance curriculum.				
<b>Standard II. The PSC implements the Individual Planning Component by guiding individuals and groups of students and their parents through the development of educational and career plans</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
3. Provide opportunity for students to investigate the world of work in relation to knowledge of self and to make informed career decisions				
4. The PSC demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.				
<b>Standard III. The PSC implements the Responsive Services Component through the effective use of individual and small group counseling, consultation, and referral skills.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
5. The PSC counsels individual students and in small groups of students with identified needs/concerns.				
6. The PSC consults effectively with parents, teachers, administrators and other relevant individuals.				
7. The PSC implements an effective referral process in collaboration with parents, administrators, teachers, and other school personnel.				
<b>Standard IV. The PSC implements the System of Support Component through effective guidance program management and support for other educational programs.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
8. The PSC provides a comprehensive and balanced guidance program in collaboration with school staff.				
9. The PSC provides support for other school programs.				

**FORM 6a**

**ADDENDUM C-2**

**Professional School Counselor Performance Evaluation [continued]**

<b>Standard V. The PSC uses professional communication and interaction with the school community.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
10. The PSC demonstrates positive interpersonal relations with students.				
11. The PSC demonstrates positive interpersonal relations with staff.				
12. The PSC demonstrates positive interpersonal relations with parents/patrons.				
<b>Standard VI. The PSC fulfills professional responsibilities.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
13. The PSC demonstrates a commitment to ongoing professional growth.				
14. The PSC possesses professional and responsible work habits.				
15. The PSC follows the profession’s ethical and legal standards and guidelines, as well as promotes cultural diversity and inclusivity in school policy and interpersonal relationships.				

**COMMENDATIONS:**

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**RECOMMENDATIONS:**

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**OVERALL EVALUATION:**

- Exceeds Standards
  Meets Standards  
 Needs Improvement (See Attached Plan)
  Unsatisfactory-Does Not Meet Standards

<input type="checkbox"/> Retain <input type="checkbox"/> Improvement Plan to be Developed <input type="checkbox"/> Peer Assistance & Review <input type="checkbox"/> Do Not Retain
--

\_\_\_\_\_ Date                      \_\_\_\_\_ Date  
 PSC Signature                      Administrator’s/Supervisor’s Signature

\_\_\_\_\_ Date  
 Superintendent’s Signature

*SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 WORKING DAYS.
--

**FORM 6b****ADDENDUM C-2****Professional School Counselor Performance Evaluation Scoring Guide**

<b>Criteria</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets</b>	<b>Exceeds</b>
1. The PSC teaches guidance units effectively.	Seldom organizes guidance units to ensure student mastery of guidance competencies	Inconsistent in organizing guidance units; little evidence of the use of effective instructional strategies and consequently poor student mastery of guidance competencies occurs	Organizes guidance units based on student needs; establishes a classroom environment that encourages learning and uses effective instructional strategies that ensure student mastery of guidance competencies	Highly skilled in organizing guidance units based on student needs; establishes a classroom environment highly conducive to learning and uses a wide array of instructional strategies to ensure student mastery of guidance competencies
2. The PSC encourages staff involvement to ensure the effective implementation of the guidance curriculum.	Fails to encourage staff to become involved in the teaching of guidance units	Inconsistent in collaboration with teachers in the development and teaching of guidance units	Collaborates with or assists teachers to develop and/or teach guidance units effectively; provides teachers with guidance materials	Collaborates with or assists teachers to develop and/or teach guidance units effectively; provides teachers with guidance materials as well as provides ongoing in-service training for teachers on guidance related subject matter and guidance instruction methodology
3. Provide opportunity for students to investigate the world of work in relation to knowledge of self and to make informed career decisions	Fails to assist students in determining their abilities, achievements, interests and goals	Inconsistent in assisting students in determining their abilities, achievements, interests, and goals	Assists student in determining their abilities, achievements, interests and goals; involves teachers, other professionals, and parents in student educational and career planning	Assists student in determining their abilities, achievements, interests and goals; actively encourages teachers, other professionals, and parents to participate in student educational and career planning

<b>Criteria</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets</b>	<b>Exceeds</b>
4. The PSC demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	Dos not interpret data or present information accurately and appropriately	Interprets data and information inconsistently and poorly	Interprets data and presents information accurately and appropriately; assessment data are used in an ethical confidential manner	Applies basic statistical concepts and principles of measurement in the use of assessment data, making certain that the confidential nature of individual assessment data is respected; organizes and makes education and career information available in a effective manner
5. The PSC counsels individual students and in small groups of students with identified needs/concerns.	Fails to counsel individual students and small groups of students with identified needs and concerns	Counsels individual and small groups occasionally using a limited number of techniques	Counsels individual students and small groups based on identified needs, using appropriate theories and techniques	Makes sure that students, parents, teachers and administrators know the process to refer students for individual and/or small group counseling; uses appropriate theories and techniques in working with students, assisting in the establishment of concrete plans, aimed at problem resolution
6. The PSC consults effectively with parents, teachers, administrators and other relevant individuals.	Fails to consult with parents, teachers, administrators, and other relevant individuals	Consults inconsistently with parents, teachers, administrators and other relevant individuals.	Consults on a regular basis with parents, teachers, administrators and other relevant individuals	Knows and uses an effective consultation model in working with parents, teachers, administrators and other relevant individuals; assists consul tees' development and implementation of plans of action

<b>Criteria</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets</b>	<b>Exceeds</b>
7. The PSC implements an effective referral process in collaboration with parents, administrators, teachers, and other school personnel.	Fails to implement an effective referral process	Implements a limited referral process	Consistently implements a referral process in collaboration with parents, administrators, teachers and other school personnel	Explains the referral process to others clearly and concisely and maintains an up-to-date list of referral sources; make referrals appropriately, assisting parents and students and participates in the development of follow-up activities for students
8. The PSC provides a comprehensive and balanced guidance program in collaboration with school staff.	Fails to provide a comprehensive and balanced guidance program	Inconsistent in providing a comprehensive and balanced guidance program	Consistently and effectively provides a comprehensive and balanced program to all students	Working with other school staff, provides students with the full array of guidance activities based on their needs; follows a guidance program calendar, uses guidance resources appropriately, and evaluates the program using the data gained to improve the program

**FORM 6b****ADDENDUM C-2****Professional School Counselor Performance Evaluation Scoring Guide [cont.]**

<b>Criteria</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets</b>	<b>Exceeds</b>
9. The PSC provides support for other school programs.	Fails to provide support to other school programs	Inconsistent in providing support to other school programs	Contributes effectively and on a regular basis supporting other school programs	Works cooperatively with other school personnel in the best interest and for the betterment of the district; contributes to the operation of the school through the completion of -fair share responsibilities
10. The PSC demonstrates positive interpersonal relations with students.	Has poor interpersonal relations with students	Inconsistent pattern of interpersonal relations with students	Effective interpersonal relations with students that opens the lines of communication	Excellent interpersonal skills and uses them very effectively with students; works closely with students providing a climate of trust
11. The PSC demonstrates positive interpersonal relations with staff.	Has poor interpersonal relations with educational staff	Interpersonal relations with educational staff are inconsistent	Uses professionally appropriate interpersonal skills when interacting with staff	Excellent interpersonal skills and uses them very effectively with staff; work closely with educational staff providing a climate of trust that facilitates communication and cooperation
12. The PSC demonstrates positive interpersonal relations with parents/patrons.	Has poor interpersonal relations parents/patrons	Inconsistent pattern of interpersonal relations with parents/patrons	Effective interpersonal relations with parents/patrons that opens the lines of communication	Works closely with parents/patrons providing a climate of trust that opens communication; handles expressions of conflict effectively and in a constructive manner

<b>Criteria</b>	<b>Does Not Meet</b>	<b>Needs Improvement</b>	<b>Meets</b>	<b>Exceeds</b>
13. The PSC demonstrates a commitment to ongoing professional growth.	Seldom voluntarily participates in professional growth activities	Inconsistently voluntarily participates in professional growth activities	Consistently participate in professional growth activities	Seeks out opportunities for professional growth through membership in professional organizations, coursework, workshops and conferences; professional development is aligned to district and building goals and objectives
14. The PSC possesses professional and responsible work habits.	Seldom displays professional and responsible work habits in carrying out guidance program responsibilities	Inconsistent is displaying professional and responsible work habits in carrying out guidance program responsibilities	Regularly displays professional and responsible work habits in carrying out guidance program responsibilities	Carries out guidance responsibilities promptly and accurately in line with established job description; make effective use of technology as a management and counseling tool
15. The PSC follows the profession's ethical and legal standards and guidelines, as well as promotes cultural diversity and inclusivity in school policy and interpersonal relationships.	Seldom follows the profession's ethical standards, district policies, and legal guidelines	Inconsistent in following the profession's ethical standards, district policies, and legal guidelines	Regularly adheres to the profession's ethical standards, district policies, and legal guidelines	Regularly adheres to the profession's ethical standards, district policies, and legal guidelines; follow standards in regard to confidentiality, does not impose values on others, and demonstrates impartiality with regard to gender, ethnicity and promotes diversity



**FORM 7**

**ADDENDUM C-2**

**PSC Comprehensive Data Collection Form**

PSC \_\_\_\_\_ School \_\_\_\_\_

Beginning Date \_\_\_\_\_ Ending Date \_\_\_\_\_

Administrator/Supervisor \_\_\_\_\_

*The Comprehensive Data Collection Form is used by both the administrator/supervisor and PSC to summarize the documentation of each performance criterion over the course of the evaluation cycle. It should be maintained in the administrator's/supervisor's office with a copy in the PSC's portfolio. It should be reviewed periodically to determine the PSC's progress. This document will provide an overview of the PSC's performance to be used during the Evaluation Report. It serves as a composite of all the data collected. All data should be copied and discussed with the PSC prior to entering into the file.*

**DATA COLLECTION CODES:**

<b>CO = Classroom Observation</b>	<b>IC = Individual Conference</b>	<b>P = Portfolio</b>
<b>RS = Reflection Sheet</b>	<b>LR = Lesson Review</b>	<b>A = Artifact</b>

<b>STANDARD I. The PSC implements the Guidance Curriculum Component through the use of effective instructional skills and the careful planning of structured group sessions for all students.</b>							
1. The PSC teaches guidance units effectively.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____		PSC INTIALS _____				ADMIN	
INITIALS _____							
COMMENTS:							
2. The PSC encourages staff involvement to ensure the effective implementation of the guidance curriculum.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____		PSC INTIALS _____				ADMIN	
INITIALS _____							
COMMENTS:							
<b>STANDARD II. The PSC implements the Individual Planning Component by guiding individuals and groups of students and their parents through the development of educational and career plans</b>							
3. Provide opportunity for students to investigate the world of work in relation to knowledge of self and to make informed career decisions	CO	IC	P	RS	LR	A	OTHER:
DATE: _____		PSC INTIALS _____				ADMIN	
INITIALS _____							
COMMENTS:							
4. The PSC demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____		PSC INTIALS _____				ADMIN	
INITIALS _____							
COMMENTS:							

**FORM 7**

**ADDENDUM C-2**

**PSC Comprehensive Data Collection Form [continued]**

<b>STANDARD III. The PSC implements the Responsive Services Component through the effective use of individual and small group counseling, consultation, and referral skills.</b>							
5. The PSC counsels individual students and in small groups of students with identified needs/concerns.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INITIALS_ _____ ADMIN INITIALS_ _____ COMMENTS:							
6. The PSC consults effectively with parents, teachers, administrators and other relevant individuals.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INITIALS_ _____ ADMIN INITIALS_ _____ COMMENTS:							
7. The PSC implements an effective referral process in collaboration with parents, administrators, teachers, and other school personnel.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INITIALS_ _____ ADMIN INITIALS_ _____ COMMENTS:							
<b>STANDARD IV. The PSC implements the System of Support Component through effective guidance program management and support for other educational programs.</b>							
8. The PSC provides a comprehensive and balanced guidance program in collaboration with school staff.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INITIALS_ _____ ADMIN INITIALS_ _____ COMMENTS:							
9. The PSC provides support for other school programs.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INITIALS_ _____ ADMIN INITIALS_ _____ COMMENTS:							

**FORM 7**

**ADDENDUM C-2**

**PSC Comprehensive Data Collection Form [continued]**

<b>STANDARD V. The PSC uses professional communication and interaction with the school community.</b>							
10. The PSC demonstrates positive interpersonal relations with students.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INTIALS _____ ADMIN INITIALS _____ COMMENTS:							
11. The PSC demonstrates positive interpersonal relations with staff.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INTIALS _____ ADMIN INITIALS _____ COMMENTS:							
12. The PSC demonstrates positive interpersonal relations with parents/patrons.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INTIALS _____ ADMIN INITIALS _____ COMMENTS:							
<b>STANDARD VI. The PSC fulfills professional responsibilities.</b>							
13. The PSC demonstrates a commitment to ongoing professional growth.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INTIALS _____ ADMIN INITIALS _____ COMMENTS:							
14. The PSC possesses professional and responsible work habits.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INTIALS _____ ADMIN INITIALS _____ COMMENTS:							
15. The PSC follows the profession’s ethical and legal standards and guidelines, as well as promotes cultural diversity and inclusivity in school policy and interpersonal relationships.	CO	IC	P	RS	LR	A	OTHER:
DATE: _____ PSC INTIALS _____ ADMIN INITIALS _____ COMMENTS:							

**Rescue Union School District**

**JOB TITLE:** TEACHER

**CLASSIFICATION:** Certificated

**JOB SUMMARY:**

The job of –Teacher is done for the purpose of facilitating student success in academic skills through implementing district-approved curriculum; documenting teaching and student progress toward standards, activities and/or outcomes; addressing specific educational needs of students; administration on student progress.

**EXAMPLES OF DUTIES:**

1. Instructs students for the purpose of improving their academic skills through a defined course of study.
2. Utilizes lesson plans for the purpose of implementing district and state curriculum guidelines.
3. Prepares teaching materials and documentation, e.g. grades, attendance, etc., for the purpose of implementing lesson plans and providing written support and/or conveying information.
4. Advises parents or legal guardians for the purpose of providing a method to support and/or reinforce classroom objectives at home.
5. Assists other teachers for the purpose of implementing curriculum.
6. Assesses student for the purpose of providing feedback to student, parents, and administration, i.e., student’s progress toward standards, expectations, goals, etc.
7. Collaborates with school personnel, parents and community members for the purpose of improving the quality of student outcomes, developing solutions and planning curriculum.
8. Monitors student activities, e.g. classroom, grounds, etc., for the purpose of providing a safe and optimal learning environment.
9. Reports incidents, e.g. fights, suspected child abuse, suspected substances abuse, etc., for the purpose of maximizing students’ personal safety and adhering to Education Code, district and/or school policies.
10. Directs instructional assistants, volunteers and/or student aides for the purpose of providing an effective school program and ensuring that the needs of the students are met.
11. Demonstrates methods required to perform assignments and/or skills, i.e. lab experiments, athletic techniques, etc., as required for the purpose of providing the students with the necessary skills to perform the tasks safely and/or accurately.
12. Attend and participate in professional development programs developed and presented for district staff.

**Special Education – Examples of Duties**

**JOB TITLE:** Teacher – Special Education  
(Special Day Class/ Resource Specialist)

**RESPONSIBLE TO:** Site Administrator / with additional direction from director of student services

**DUTIES:** To facilitate Special Education student success in academics, interpersonal skills and activities of daily living through implementing District approved curriculum; documenting teaching and student progress/activities, addressing specific needs of students; providing a safe and optimal learning environment and providing feedback to students, parents and administration regarding student progress, expectations, goals, etc.

**QUALIFICATIONS:** Appropriate California Special Education Credential

**Examples of Duties:**

In addition to -Examples of Duties described in Addendum D:

1. Gather all information available on individual students referred for Special Education Services (new/transfer) students; develop an IEP for each Special Education student including short and long term objectives, academic and behavioral plans, and reports at same intervals as grade reports.
2. Prepare, coordinate, facilitate and complete assessments for initial, annual, three-year review, and transition meetings as required by federal and state law and district guidelines.
3. Coordinate and monitor implementation of IEPs; work collaboratively with district and county special education staff, private practitioners, general education staff, and parents to coordinate special education services.
4. Organize and maintain confidential special education files, and data system in accordance with district, state, and federal guidelines.
5. Communicate with general education teachers and other district support staff to provide for smooth transition of students entering and exiting special education programs.

## Teacher – Page two

### **EMPLOYMENT STANDARDS:**

**Experience:** Prior job related experience and/or education.

**Skills:** Skills to motivate students, communicate with individuals from varied educational and cultural backgrounds, direct support personnel, evaluate performance.

**Knowledge:** Knowledge of age-appropriate teaching methods, state content standards and curriculum frameworks, awareness of education code and board policies.

**Abilities:** Ability to perform a variety of specialized tasks; maintain records; establish and maintain cooperative working relationships with students, parents, other school personnel; meet schedules and deadlines.

**Physical Effort/Work Environment:** Abilities to stand or walk for prolonged periods. Significant physical abilities include lifting/carrying; stooping; reaching/handling; talking/hearing. The District modifies this requirement to meet A.D.A. standards.

**Licenses and Certifications:** Teaching credential for level of instruction, TB test clearance, Criminal Justice fingerprint clearance, valid California Driver's license for a specific position. Has current CPR/First Aid certificate or other certifications/trainings if required for position or individual needs of a student.

Board Adopted: September 10, 1996

## RESCUE UNION SCHOOL DISTRICT

**JOB TITLE:** School Nurse

**CLASSIFICATION:** Certificated

### **JOB SUMMARY:**

Under the general direction of the Superintendent and Director of Student Services, the School Nurse conducts health services and health education programs in the schools for the evaluation, improvement and protection of the health of pupils.

### **EXAMPLES OF DUTIES:**

- Interprets school health policy and acts as a liaison and resource to the staff, students, parents, community, and medical professionals.
- Prepares required reports and health records that may be necessary in the management of the health program.
- Shall perform or supervise all health related, state mandated duties and provide reports as required.
- Conducts a program directed toward the control of communicable diseases in the school and community.
- Provides and/or coordinates emergency nursing services or phone triage to school staff for ill or injured pupils.
- Maintains a health record for each pupil as needed.
- Supervises/screens students' vision and hearing and scoliosis in designated grades and when referred.
- Conducts medical assessments, screening and referral activities related to health of students.
- Creates and maintains Individualized Health Care Plans and Student Emergency Plans as needed.
- Provides the training and supervision of staff regarding the procedure for the administration of students' medication at school.
- Serves as a member of the Special Education team, makes home visits, obtains health histories, administers vision and hearing screening and provides the team a written health and developmental report as required.
- Assists the home-school liaison staff in meeting the objectives of the district's Student Services team.
- Coordinates care of accident and emergency illnesses that occur at school.
- Serves as health education resource person to staff, parents and pupils.

- Provides first-aid and CPR instruction to school staff members as needs indicate.
- Consults with the administrator regarding the safety factors and sanitary conditions of the school.
- Serves on relevant districtwide committees (e.g. Medi-Cal Collaborative, Wellness Committee).
- Shall supervise and train appropriate employees in the delivery of health services.
- Perform other duties as assigned in related areas.

**Licenses and Other Requirements:**

A valid California Driver's License

California Registered Nurse (RN) License

Current CPR/First Aid Certification

Willingness to update skills and knowledge commensurate with the demands of this position.

**Education and Experience**

\* Bachelor of Science in Nursing, preferred

\* School nurse experience preferred

\* Public Health Nurse Certificate

\* School Nurse Services Credential

\* School Audiometric Certificate

\*CPR/First Aid Instruction Certification preferred

**WORK ENVIRONMENT**

***Environment***

The work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

This position will include office and school environments.

***Physical Abilities:***

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this job.

**The employee must be able to:**

Lift, carry, push and/or pull items with a strength factor of medium work.

Hear and speak to exchange information in person or on the telephone.

See to read a variety of materials.

Possess dexterity of hands and fingers to operate a computer keyboard.

Stand or walk.

Bend at the waist, kneel or crouch to file materials.

Sit or stand for extended periods of time.

Reach above shoulders to file materials.

Climb a stool/ladder.

Board Adopted: September 11, 2012



## RESCUE UNION SCHOOL DISTRICT

**JOB TITLE:** District Counselor (K-8)

**SUPERVISOR:** Under the supervision of the school site Administrator

**BASIC FUNCTION:** Work directly with students in the school district to provide academic guidance and counseling services that will help students develop academic goals that will lead to sound secondary aims. The counselor will emphasize preventive and developmental counseling to enhance students' personal, social, and academic growth and to provide students with the life skills needed to deal with adolescent challenges at an early-intervention level. The counselor will consult and collaborate with parents, teachers, school administrators, school psychologists, medical professionals, and social workers to develop and implement data-driven strategies and practices that are consistent with California School Counseling Proficiencies.

### ESSENTIAL FUNCTIONS:

- Counsel individuals and groups of students in the areas to include, but not limited to, self-esteem, decision making, career orientation and planning, educational, personal, physical, substance abuse, goal setting, and social skills and needs.
- Advise parents and school personnel as a means of helping students with education and personal problems that may be interfering with their learning and success in school.
- Prepare records and reports related to the assignment; prepare letters to parents, progress reports, referrals, and related documents.
- Maintain current knowledge of and become familiar with new community resources and recent trends in counseling techniques.
- Utilize diagnostic and assessment procedures as appropriate, including student academic, behavioral, and attendance data to inform intervention and support efforts.
- Prepare and deliver oral presentations and classroom guidance lessons as requested; attend various meetings, conferences, and participate in professional development activities to improve knowledge and skills.
- Provide students and parents with specific guidance for educational planning at each grade level.
- Provide personal and social counseling services to students; conduct student conferences and refer students to appropriate agencies as needed; assist students with decision-making, proper behaviors, and goal-setting.
- Confers with students, parents, and teachers on an individual student's progress or lack of progress in scholarship and citizenship.
- Assists students in maintaining satisfactory relationships with their teachers and other students.

- Counsel students regarding attendance and tardies and advise students and parents with appropriate referrals; and liaison with outside agencies for special services assistance and social-emotional help.
- Assist in articulation with feeder elementary school and matriculation for 8<sup>th</sup> grade students.
- Communicate with parents and teachers; assist with understanding of child development through parent and teacher seminars, workshops and home visits.
- Facilitate the development of support groups for students and parents.
- Participate in Student Study Team meetings providing techniques and resources for behavioral and academic interventions.
- Participate in IEP meetings as appropriate.
- Consultation with administration and staff on curriculum development, testing, records, placement, grouping, promotion, student evaluation, screening of students and providing follow-up information as needed.
- Serves as representative on district committees for development of programs and instructional support materials. Provides units of instruction on counseling, guidance, substance abuse, etc., as appropriate.
- Provide liaison with county and community, social welfare agencies, refers parents and pupils for special services assistance.
- Maintains professional competence through participation in professional growth activities.

## **KNOWLEDGE AND ABILITIES**

### KNOWLEDGE OF:

ASCA National Standards for School Counseling and California School Counseling Proficiencies

Appropriate use of current and appropriate testing instruments.

Available community resources.

Current trends in the field of counseling and guidance.

Curriculum available in the District.

Social, cultural, linguistic diversity of district, city and communities.

### ABILITY TO:

Relate and communicate effectively with students, parents and school staff.

Listen effectively without interruption.

Resolve both inter and intra-personal conflicts.

Function effectively in a multicultural/bilingual setting.

Perform the essential functions of the job.

Interpret and use data to develop comprehensive programs that meet student needs

### EDUCATION AND EXPERIENCE:

Bachelor's or higher degree from an accredited institution and any combination equivalent to two years of experience in an educational setting preferred; prior counseling experience preferred. Teaching experience at the appropriate level is highly desirable.

LICENSES AND OTHER REQUIREMENTS:

Possession of a valid standard Designated Services or Pupil Personnel Services credential-School Counseling.  
Possession of a valid California teaching credential preferred.

ENVIRONMENT:

Classroom/office environment  
Numerous interruptions

PHYSICAL ABILITIES:

Hearing and speaking accurately to exchange information.  
Seeing to read a variety of materials.  
Sitting a major portion of time but standing and walking for periods of time.  
Bending at the waist, kneeling or crouching.  
Lifting or moving objects, normally not exceeding twenty (20) pounds.  
Dexterity of hands and fingers to operate.

Reasonable accommodation may be made to enable a person with a disability to perform the essential functions of the job.

Board Adopted: September 11, 2012

**ADDENDUM E**

**RESCUE UNION SCHOOL DISTRICT  
ABSENCE & LEAVE REPORT FORM**

EMPLOYEE NAME		EMPLOYEE ID		DATE SUBMITTED	
SITE/DEPT	<input type="checkbox"/> ADMIN/CLASS. MGMT.	# OF HOURS / DAYS REQUESTED (Circle one)		FROM	THRU
POSITION	<input type="checkbox"/> CERTIFICATED <input type="checkbox"/> CLASSIFIED <input type="checkbox"/> CONFIDENTIAL			Date:	Date:
				Time:	Time:

**\*ABSENCES NOTED WITH ASTERISK (\*) REQUIRE PRIOR AUTHORIZATION FROM SUPERVISOR**  
**\*\*Discretionary leave shall not be used for purposes which are not serious in nature, for matters which can be taken care of outside of assigned hours of service, or for purposes of earning money or working elsewhere, vacation or recreation.**

<input type="checkbox"/> <b>*VACATION</b> (Classified, Confidential Only)	<input type="checkbox"/> <b>SICK LEAVE</b> —Certificated ___ Personal ___ Family (Employee/Family Illness** Doctor or DDS apt) <input type="checkbox"/> <b>PERSONAL/FAMILY ILLNESS** &amp; INJURY LEAVE</b> Classified, Confidential ___ Personal ___ Family
<input type="checkbox"/> <b>*COMPENSATORY TIME</b> Classified, Confidential only Special  <input type="checkbox"/> <b>DISCRETIONARY LEAVE*</b> **Employee’s signature signifies contract compliance—see above	<input type="checkbox"/> <b>BEREAVEMENT</b> Death in Immediate Family (per contract): 3 Days Local, 5 Days Out of State  Indicate Relationship _____
<input type="checkbox"/> <b>Special Paternity/Maternity Leave *</b> Certificated Only-per RUFT contract	<input type="checkbox"/> <b>JURY DUTY/COURT ORDER*</b> (Attach Copy of Summons)
<input type="checkbox"/> <b>Special Paternal Leave*</b> Classified Only-per CSEA contract)	<input type="checkbox"/> <b>SCHOOL BUSINESS, NEGOTIATIONS, OTHER*</b> (Explain Below)
<input type="checkbox"/> <b>ABSENCE-NO PAY*</b> Classified, Confidential only (Prior written approval from Supervisor required-explain in comments below)	<input type="checkbox"/>

**LEAVE REQUESTS (Submit signed request to Human Resources)**

Absences due to the reasons shown below require additional certification and authorization by Human Resources. Indicate the type of leave and the approximate start and end dates for the leave requested. Contact Human Resources for information regarding the approval process and additional paperwork required.

LEAVE START DATE \_\_\_\_\_ RETURN TO WORK DATE \_\_\_\_\_ INTERMITTENT LEAVE \_\_\_ YES \_\_\_ NO

Relationship to Employee: \_\_\_ Self \_\_\_ Spouse \_\_\_ Registered Partner \_\_\_ Child \_\_\_ Parent

I UNDERSTAND THAT ANY UNAUTHORIZED ABSENCE OR DISCRETIONARY LEAVE THAT IS NOT IN ACCORDANCE WITH CONTRACT AND ED CODE WILL BE WITHOUT PAY.

\_\_\_\_\_

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

**COMMENTS:**

APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/>	_____ Employee’s signature	_____ Date
	_____ Supervisor’s signature	_____ Date

RESCUE UNION SCHOOL DISTRICT

ADDENDUM F

Certificated Application for Professional Growth - Contract Unit Credit

Note: Please submit this form to the District Office by June 1st with proof of registration or transcripts.

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

School Year that Credit is to begin: \_\_\_\_\_

I have completed or will complete the following course(s) being submitted for professional growth (contract unit credit). Attached is verification of successful completion (\*).

(1) Course Title \_\_\_\_\_ Course No. \_\_\_\_\_

No. of Units: Semester \_\_\_\_\_ Quarter \_\_\_\_\_ CEU's \_\_\_\_\_ hrs / units (Circle One)

University or College \_\_\_\_\_

Course Begins \_\_\_\_\_ Course Ends \_\_\_\_\_

(2) Course Title \_\_\_\_\_ Course No. \_\_\_\_\_

No. of Units: Semester \_\_\_\_\_ Quarter \_\_\_\_\_ CEU's \_\_\_\_\_ hrs / units (Circle One)

University or College \_\_\_\_\_

Course Begins \_\_\_\_\_ Course Ends \_\_\_\_\_

(3) Course Title \_\_\_\_\_ Course No. \_\_\_\_\_

No. of Units: Semester \_\_\_\_\_ Quarter \_\_\_\_\_ CEU's \_\_\_\_\_ hrs / units (Circle One)

University or College \_\_\_\_\_

Course Begins \_\_\_\_\_ Course Ends \_\_\_\_\_

(4) Course Title \_\_\_\_\_ Course No. \_\_\_\_\_

No. of Units: Semester \_\_\_\_\_ Quarter \_\_\_\_\_ CEU's \_\_\_\_\_ hrs / units (Circle One)

University or College \_\_\_\_\_

Course Begins \_\_\_\_\_ Course Ends \_\_\_\_\_

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

\_\_\_\_\_  
Date

\* SUBMISSION DEADLINE: Professional Growth Form with transcripts must be submitted to the District Office by June 1st. Proof of registration for summer classes MUST be attached to this form. Transcripts for summer classes MUST be submitted to the District Office by September 1st.

## Rescue Union School District

## ADDENDUM G

## Stipends

**Middle School**

All amounts are annual unless noted otherwise

After School Intervention Coordinator	\$ 500
ASB Bookkeeper	\$ 850
Athletic Director	\$1,850
CJSF/Honor Society Advisor	\$ 400
Climate Committee	\$1,500
Club Advisor	\$ 240
Coach-Basketball	\$1,200 per Team
Coach-Cross Country	\$1,500 x2 (3 boys' & 3 girls' teams)
Coach-Track	\$1,500 x2 (3 boys' & 3 girls' teams)
Coach-Volleyball	\$1,200 per Team
Coach-Wrestling	\$1,200 per Team
Garden Coordinator	\$4,000
Garden Facilitator	\$2,000
GLOBE Coordinator	\$ 650
Intramural Coordinator	\$1,400
Music Director	\$2,040
PC Pals Coordinator	\$ 400
Safety Patrol Advisor	\$ 240
SIP Coordinator (By Board Policy)-Level 1	\$ 600
SIP Coordinator (By Board Policy)-Level 2	\$1,200
SSF Coordinator	\$1,800
Student Council Advisor	\$1,600
Teacher-in-Charge	\$ 300 1 per Middle School
Test Coordinator	\$ 240
WEB Advisor	\$1,500
Yearbook Coordinator	\$1,200

**Elementary School**

Coach-All Sports	\$ 550 per Team
ELPAC Testing	\$ 225 per Tester
Garden Coordinator	\$4,000
Garden Facilitator	\$2,000
Health & Fitness Coordinator	\$ 550
Literacy Intervention Coordinator	\$ 450
Music Coordinator at the Elementary	\$ 350 per Trimester
Outdoor Education	\$ 75 per Night
PC Pals Coordinator	\$ 400
Safety Patrol Advisor	\$ 225
SIP Coordinator (By Board Policy)-Level 1	\$ 600
SIP Coordinator (By Board Policy)-Level 2	\$1,200
SST Coordinator	\$1,800
Student Council	\$ 450
Teacher-in-Charge	\$ 250 (Two per Elem School)
Test Coordinator	\$ 225
Yearbook Coordinator	\$ 550

**Others**

PAR Consulting Teacher 1	\$2,600
PAR Consulting Teacher 2	\$2,000
PAR Panel	\$ 500
PAR Panel Facilitator	\$ 750
Peer Educator Advisor	\$ 500
Teacher Induction Program (TIP Support Provider)	\$2,600

Special Education Teacher Stipend

Years of Service in SPED in Rescue USD	Annual Stipend	Monthly Payment Over 10 Months
1-5	\$1,500	\$150
6-10	\$2,000	\$200
11+	\$2,500	\$250

Rescue Union School District  
Adjunct Duty Options

ADDENDUM H

After School Student Supervision  
Art Work-Coordinator DO  
Articles for Mountain Democrat  
Assessment Guru  
Author's Fair  
Back-to-School Night (2 hr per event)  
Budget Task Force  
Calendar  
CAT Coordinator  
Chaperone Dances (4 hours per event)  
Character Counts  
CHEC  
Creative Fridays  
Curriculum Council  
Curriculum Nights  
DELAC Committee  
In House School Detention  
District Housing Task Force  
District Library  
Doughnuts for Dad  
Extended Professional Meetings (staff, departmental, faculty, in-service, curriculum development)  
Field Day Planning  
Fringe Benefit Committee  
Garden Committee  
Gate Liaison  
Geography Bee  
I Love Reading  
Interview Committee  
Laminating  
Leveled Books Organizer  
Muffins for Mom  
Nature Bowl  
Odyssey of the Mind  
Open House  
Oral Interpretation  
Orientation (6-8)  
Parent Appreciation Tea  
Parent Info Nights  
Peace Works  
Primary Music-Coordinator  
Program Performances (2 hours per event)  
PTC/PTO Representative  
Safety Committee  
School Leadership Team  
School Library Committee



School Site Council  
School Wide Reading  
Site Housing Task Force  
Site Technology  
Spelling Bee Coaches  
1/2 Spelling Bee  
3/4 Spelling Bee  
5/6 Spelling Bee  
Spellathon Liaison  
Teacher of the Year Committee  
Teachers Pilot Math  
Volunteer Appreciation  
Volunteer Training