

COLLECTIVE BARGAINING AGREEMENT

Between

**RED BLUFF
ELEMENTARY EDUCATORS ASSOCIATION**

And

RED BLUFF ELEMENTARY SCHOOL DISTRICT


*July 1, 2014
through
June 30, 2017*

For the District


Sharon Barrett,
Board President

10/27/2016
Date

For the Association


Catherine Piffero,
Association President

10-25-16
Date

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AGREEMENT

This is an AGREEMENT between the RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT (hereafter DISTRICT) and the RED BLUFF ELEMENTARY EDUCATORS ASSOCIATION/CTA/NEA (hereafter ASSOCIATION) and is effective with its execution by the PARTIES.

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

Any item not covered by this contract, which is within the scope of negotiations as stated in Chapter 10.7, Sections 3540–3549 of the Government Code, may be negotiated at any time with the AGREEMENT of the PARTIES.

The parties' current collective bargaining agreement shall be extended in its entirety through June 30, 2017 and shall not be open for renegotiation during that period, except by mutual agreement of the parties or except as specifically provided for below. No reopeners for 2014/15. In 2015/16 and 2016/17, the parties may each reopen:

Salaries (Article VI)
Health and Welfare (Article VII)
Two (2) unspecified articles of the party's choice

ARTICLE II

RECOGNITION

- 2.1 The DISTRICT confirms its recognition of RBEEA as the exclusive representative of all unit members of the DISTRICT except those formally designated from time to time as confidential, supervisory, management and day-to-day substitutes. The unit member has the right to CTA/RBEEA representation at any time.
- 2.2 The DISTRICT and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organization. Neither party shall exert pressure upon or discriminate against an employee in the exercise of these alternative rights.

ARTICLE III

DEFINITIONS

- 3.1 "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this AGREEMENT.

- 3.2 “Days” means school days during which students are required to be in attendance.
- 3.3 “Service Days” means days during which unit members are required to be in attendance.
- 3.4 “Negotiate in Good Faith” means a serious and honest effort on the part of each party to reach agreement
- 3.5 “Daily Rate of Pay” means the unit member’s annual salary divided by the number of days he or she is required by the Board to be present at school.
- 3.6 “Anytime teacher” refers to a unit member performing duties outside the normal duty day.
- 3.7 “Superintendent” is defined as the Superintendent of the Red Bluff Union Elementary School District.
- 3.8 “Employer” is defined as the Red Bluff Union Elementary School District (RBUESD) sometimes referred to as DISTRICT.
- 3.9 “ASSOCIATION” shall mean the Red Bluff Elementary Educators Association (RBEEA), an affiliate of both the California Teachers Association (CTA) and the National Education Association (NEA).
- 3.10 “Credited Service” is defined as teaching experience outside the DISTRICT not to exceed five (5) years.
- 3.11 “Principal/Site Administrator” is defined as the management employee who has the responsibility for one or more schools or offices.
- 3.12 “School Site” is defined as the Employer location where a unit member is assigned to perform duty.

ARTICLE IV

BARGAINING PROCEDURE

- 4.1 No later than the February Board meeting of the current year, the ASSOCIATION shall present to the Governing Board a statement of its negotiation interests for the following year. That statement will be “sunshined” by law and the DISTRICT administration will then present to the Governing Board a statement of the

DISTRICT'S negotiating interest for the following year. The DISTRICT'S statement will also be "sunshined" by law.

- 4.2 The Board and the ASSOCIATION may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 4.3 Either party may utilize the services of representative(s) to assist in the negotiations. If a representative is to be present during negotiations, seven (7) days' notice will be given to the other party.
- 4.4 When good faith negotiations are in progress, representatives from the bargaining team shall have the opportunity, after reasonable collaboration has occurred, to meet with the Board and ASSOCIATION to present information.
- 4.5 Negotiations shall take place at mutually agreeable times and places.
- 4.6 The BOARD shall furnish the ASSOCIATION with any requested materials relative to negotiations for the duration of the contract.

ARTICLE V

ASSOCIATION RIGHTS

- 5.1 The ASSOCIATION and its members shall have the right to make use of school buildings and facilities at all reasonable hours.
- 5.2 As a further means of communication, the ASSOCIATION shall have the opportunity to announce meetings of the ASSOCIATION and matters under consideration by the ASSOCIATION at regularly scheduled faculty meetings.
- 5.3 The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on bulletin Boards in the unit members' lounges. The ASSOCIATION may use the DISTRICT mail service and unit members' mailboxes for communication to unit members.
- 5.4 Authorized representatives of the ASSOCIATION shall be permitted to transact official ASSOCIATION business on school property during non-teaching and non-duty times.

RELEASE TIME

- 5.5 Negotiations – The DISTRICT will provide release time for as many negotiation representatives as is provided for under the State's commission on State Mandates Guidelines for Reimbursement, {currently five (5)}. It is expressly understood that the number of days of release time for negotiations shall be limited only by the time required for actual negotiations.
- 5.6 Grievance Processing – The DISTRICT will provide release time for the grievance(s), witness(es), if appropriate, and for a maximum of one (1) RBEEA

grievant representative per grievance for the actual representation and face-to-face processing of grievances. Nothing in this clause is intended to limit the number of RBEEA, CTA and/or NEA representatives that may be involved in the grievance process, provided that all such additional representatives are not provided at DISTRICT/public expense. Additionally, nothing in the clause is intended to provide release time for the acts of preparation, filing, writing, and any and all other activities associated with the grievance process

- 5.7 At the option of the ASSOCIATION, the ASSOCIATION'S President or designee may take up to ten (10) days per year of release time, provided that the full costs of providing a substitute will be reimbursed to the DISTRICT by the ASSOCIATION. The superintendent upon request of the ASSOCIATION President may grant additional days for the mutual benefit of the DISTRICT and the ASSOCIATION.

ARTICLE VI

SALARIES

COMPENSATION

- 6.1 On-schedule salary increase of three and half percent (3.5%) for the 2014/15 school year (retroactive), three and half (3.5%) for the 2015/16 school year, and three and half percent (3.5%) for the 2016/17 school year.
- 6.2 Adjust the salary schedule to enable teachers to begin at a higher salary, and to move through the steps and columns in a more fluid manner. This will enable the district to better attract and retain employees, as well as honoring the service of those currently employed. (Salary Schedule Columns D, E, F, G and H will now be referred to as A, B, C and D throughout the contract). Salary Schedule change effective July 2, 2013 and Anytime Rate to be effective beginning February 1, 2014.

RULES AND REGULATIONS FOR THE SALARY SCHEDULE

- 6.3 All units listed on the schedule are semester units as generally defined by colleges and universities.
- 6.4 Unit members may advance from one classification to another upon completion of a sufficient number of college and/or DISTRICT units, which have been approved by the Units Committee in accordance with the remaining provisions of this article.
- 6.5 The President of the ASSOCIATION shall appoint the unit members of the Units Committee. The committee shall consist of four (4) unit members, one principal and the superintendent. The committee shall establish reasonable criteria for the evaluation of classes.

Specific procedures to be followed are:

- 6.6 Unit members must complete the form "Declaration of Intent to Acquire Additional College Credits" and submit it to the Units Committee for approval. Unit members are encouraged to submit this form to the committee prior to taking courses and/or workshops. Failure to gain prior approval could result in the loss of units if the committee does not approve the request.
- 6.7 Those wishing DISTRICT credit in lieu of college credit for workshop participation must enroll in workshops that offer college credit. When submitting the "Declaration of Intent to Acquire Additional College Credits" form for approval, a brochure describing the workshop and specifying the number of college units offered must be attached.
- 6.8 Upon completion of the workshop, in lieu of a grade card, an appropriate DISTRICT form that includes the following must be submitted to the Units Committee for final approval:
- A. Description of the workshop.
 - B. Verification that identical class requirements for participants obtaining college/university credit were met. (An alternative to this requirement can be found below).
 - C. Signature of the workshop instructor
- 6.9 In the event proper certification is not provided, the unit member requesting DISTRICT units shall meet with the Units Committee in order to explain why the form was not completed, provide evidence of attendance, and offer an alternative course of action in order to obtain appropriate DISTRICT units.

District Salary Schedule Units are usually not transferable to other districts.

- 6.10 Upon completion of a college course for salary schedule credit, an official grade card or transcript must be submitted to the personnel office before credit will be granted. Grades or course completion information must be submitted to the DISTRICT by September 15th of that year.
- 6.11 The Units Committee, including the Superintendent, may approve, at their discretion, and by considering individual circumstances, more than one college course per semester during the in-session school year. The purpose of this section is to insure that unit members do not take an overload of college work that interferes with the unit member's efficiency in the classroom.
- 6.12 Courses needed to change from one classification to another must be completed prior to the first day of duty in the year in which the classification change becomes effective. These requirements also apply to the following:

Conferences, workshops, and federal, state, or county programs affecting college and/or workshop units.

- 6.13 If the unit member attends a conference, workshop, or program during school time, and the DISTRICT pays for a substitute without a salary deduction for the cost of that substitute, there will be no college and/or workshop units allowed.
- 6.14 If the DISTRICT pays for the cost of the conference, workshop, or program, there will be no DISTRICT workshop units allowed.
- 6.15 In the event the unit member attends a conference, workshop, or program and pays for a college unit or receives DISTRICT credit for that time spent after regular school hours, the DISTRICT will accept college credit or DISTRICT credit on the following pro rata basis:

7-1/2 hours = 1/2 college unit
15 hours = 1 college unit

- 6.16 It is the unit member's responsibility to notify the superintendent's office of an anticipated classification change to take place in the ensuing year by May 1 of the year preceding the change.

PROFESSIONAL GROWTH REQUIREMENT

- 6.17 Professional Growth Units are encouraged, but not required for placement on the salary schedule.

Approval of units shall be required from the Units Committee.

- 6.18 Unit members with experience in schools comparable to the Red Bluff schools shall receive credit on the following basis:

| <u>Experience</u> | <u>Step</u> |
|-------------------|-------------|
| One year | Two |
| Two years | Three |
| Three years | Four |
| Four years | Five |
| Five years | Six |

- 6.19 A maximum of five (5) years teaching credit is granted on the salary schedule for previous experience, but does not apply to years of service in the DISTRICT. Partial years will not be credited. The superintendent shall be the judge of quality of experience.
- 6.20 Fifty (50) percent or more of the days taught in a school year as a substitute, long-term substitute or temporary employee in this DISTRICT will be considered a full year for placement purposes.
- 6.21 Academic requirements for placement on the various columns of the salary schedule shall be as follows:

- 6.21.1 CLASS A - shall include all unit members with a Bachelor's Degree and zero (0) to forty-four (44) approved units.
 - 6.21.2 CLASS B - shall include all unit members with a Bachelor's Degree and forty-five (45) to fifty-nine (59) approved units.
 - 6.21.3 CLASS C - shall include all unit members with a Bachelor's Degree and sixty (60) to seventy-one (71) approved units.
 - 6.21.4 CLASS D - shall include all unit members with a Bachelor's Degree and seventy-two (72) or more approved units.
- 6.22 Classification placement of unit members presently serving in the DISTRICT shall not be changed as a result of the adoption of these rules and regulations.
- 6.22.1 Master's Degree: All unit members shall receive an additional increase of one thousand dollars (\$1,000) over their salary schedule placement for possessing one of the following: a Master's Degree or National Board Certification.
- 6.23 Should a unit member be required to serve beyond the number of service days specified in the current school calendar, said personnel shall receive the daily rate of pay for such service. In order to be eligible for this provision, the principal must require such service and the superintendent must give approval. This provision shall have no application to the extension of the school year due to cancellation of classes during the school year because of inclement weather or other emergencies.
- 6.24 Unit members employed for less than a full-time assignment shall be paid on a pro-rata calculation based on the 7.5 hour teaching day.

7.5 hour day = 450 minutes
 20% = 90 consecutive minutes
 40% = 180 consecutive minutes
 60% = 270 consecutive minutes
 80% = 360 consecutive minutes

- 6.25 The above times would include recess, lunch, and planning time as is appropriate to the time of day in which the unit member serves.

SPECIAL ASSIGNMENT SALARY SCHEDULE

- 6.26 The schedule is assumed to be a minimum in each salary bracket. The Board reserves the right to make additional payments to unit members assigned added duties or responsibilities.

6.27 When a unit member is assigned these additional duties, he or she shall be compensated as follows:

6.27.1 Coaching - Coaches shall be paid an amount equal to .44% of Class A, Step 1, per week of coaching. In addition, those appointed on an annual basis to represent the DISTRICT at league meetings shall be paid the equivalent of two weeks coaches' salary for said services. Necessary travel by unit members to athletic events and related meetings utilizing their own vehicles shall be reimbursed at the DISTRICT mileage rate. In addition, those appointed on an annual basis to represent the DISTRICT as Athletic Director shall be paid \$2,000.

6.27.2 ELL Site Coordinator- In coordination with the site administrator, this teacher will assist in the monitoring of ELL student progress and program implementation. Major duties and responsibilities will be as follows:

- Monitor ELL Program and ELL Master Plan implementation with site principal
- Monitor ELL students' progress with site principal
- Work with site administrator collecting, organizing, monitoring and maintaining ELL data
- Responsible for working with DISTRICT ELL Assistant at school site
- Attend quarterly meetings
- Be trained in CELDT administration
- Oversee CELDT administration at site
- ELL Site Coordinator Compensation: 2% of Class A Step 1

6.27.3 An "Anytime" teacher shall be paid an hourly rate of 0.1% of Class A, Step 1 of the certificated salary schedule.

The salary cited in the above paragraph shall not include preparation time or payment for holidays.

6.27.4 Teacher-In-Charge – A Teacher-In-Charge is a full time credentialed employee who takes over assigned duties in the absence of the Principal/Site Administrator. The Teacher-In-Charge is a unit member who covers for the Principal/Site Administrator in cases of brief absences.

The Teacher-In-Charge may participate in and/or chair necessary meetings, as assigned by the Principal/Site Administrator.

6.27.5 Teachers-In-Charge shall not be assigned any of the following duties:

- Conducting staff evaluations
- Handling personnel issues
- Acting as permanent Principal/Site Administrator designee at Site Leadership Team or parent association meetings
- Developing/overseeing School Site Plan

The Teacher-In-Charge shall receive an annual stipend of \$2,000.

6.27.6 All Teachers-In-Charge will be selected and trained prior to September 30th. Each Principal/Site Administrator will then meet with their Teacher-In-Charge to clarify duties and responsibilities for the individual site. Selected unit members shall be paid the contractual hourly rate for time spent in this training outside the duty day.

6.28 Hiring a Retired Teacher - If the DISTRICT hires a retired teacher, the retired teacher will be placed at Class C Step 6 and will be paid his or her proportional amount of that figure.

6.29 Committee Assignments – Effective July 1, 2008, unit members who serve on DISTRICT committees established by the administration as delineated in Appendix A, shall be granted monetary or DISTRICT unit credit at the election of the unit member for such endeavor. The ASSOCIATION may appoint one member to each committee as representative of the ASSOCIATION. D.A.I.T. and Rtl are covered under the MOU dated February 10, 2009.

- Less than 8 hours: \$100 – no units offered
8-14 hours: \$200 – or ½ unit
15 hours or more: \$400 – or 1 unit
- It is presumed that committee assignments whose duration is longer than one school year shall be considered a new committee for the purposes of this provision.
- Unit members serving on more than one committee will be granted combined unit or monetary credit.
- See Appendix A for listing of approved committees. Additional committees may be added by mutual agreement of the ASSOCIATION and the DISTRICT.

- 6.30 A unit member who serves as a chairperson of a DISTRICT committee established by the administration shall be granted monetary or DISTRICT unit credit at the election of the unit member for such endeavor. Payment or credit shall be made in accordance with the following guidelines:
- Less than 8 hours: \$100 – no units offered
 - 8-14 hours: \$200 – or $\frac{3}{4}$ unit
 - 15 hours or more: \$400 – or 1-1/2 unit
 - It shall be the responsibility of the committee chairperson to maintain records of attendance of members (including the chairperson) and upon conclusion of the committee's function, to provide the Superintendent on the appropriate DISTRICT form a list of the members, hours of attendance, type of compensation desired (units or dollars) and amount earned.
- 6.31 Compensation will be given to any unit member who holds an additional credential or certificate over and above the regular teacher credential and that additional credential or certificate is required for his or her assignment. Unit members who serve for one-half of a school year shall receive not less than one-half the annual salary for their position.
- 6.32 Unit Members assigned as follows shall receive compensation of 1.15% of Class A, Step 1:
- Special Day Class teachers holding a Special Day Class credential
 - Resource Specialist teachers holding a Resource Specialist credential/certificate
 - Speech and Language Therapists holding a Clinical and Rehabilitative Services-Language, Speech and Hearing Credential
- 6.33 Special Day, Resource Specialist, Speech: Stipends shall sunset and be extinguished effective July 1, 1998 with incumbents who are employed and in paid status on November 1, 1998, grandfathered for as long as they are in said position and savings evenly distributed on the salary schedule once the stipend amounts are no longer paid to incumbents.
- 6.34 When a site/DISTRICT administrator requests a unit member to make a presentation for site/DISTRICT staff development during the contracted days of service, the unit member shall be compensated as follows:
- Preparation Time: The unit member will have a choice of some release time (amount determined by the assistant superintendent) or a stipend of \$100.
 - Staff Development Presentation: The unit member will be compensated the per hour equivalent of the "Anytime" hourly rate.

Voluntary Non-Contract / Non –Duty Days

- 6.35 Effective July 1, 2015, when teachers are requested but not required by the District to attend professional development on non-contact or non-duty days (i.e., during holiday or summer breaks) and if they obtain the written consent as set forth below, they shall be paid a stipend of Two Hundred Fifty Dollars (\$250.00) for a full day, or One Hundred Twenty Five Dollars (\$125.00) for a partial day, up to or equal to four (4) hours. In the event the entity or organization providing the training issues a stipend which is equal to or greater than the rate provided in this section, then the stipend shall represent the total payment for that professional development. If the stipend is less than the amount of the rate which would otherwise be provided by this section, then the difference between those two amounts shall be paid to the teacher by the District. Teachers shall only be entitled to receive a stipend if they obtained prior written approval from the site administrator and Superintendent, with a copy provided to the Chief Business Official.
- 6.36 Mileage for Traveling Unit Members - Traveling unit members will be reimbursed by \$0.005 less than the prevailing maximum permitted by the IRS when traveling between sites as part of their normal duties (see Policy #3350, Travel Expenses).

REIMBURSEMENT FOR LOST, DAMAGED, OR DESTRUCTION OF PERSONAL PROPERTY

- 6.37 Unit members having personal property in their classrooms shall fill out and file the appropriate form for all items valued at \$100 to \$1000. A copy of the form is attached to this AGREEMENT as Appendix C (revised).

DISPOSITION OF FUNDS RECEIVED - STUDENT TEACHING CONTRACTS

- 6.38 Student teacher funds received from institutions of higher education shall be paid directly to the master of said student teacher.
- Upon receiving the funds from the college, the DISTRICT will distribute them to the unit members in a timely fashion.

TAX SHELTERED ANNUITY

- 6.39 Unit members may participate in a tax sheltered annuity program and the DISTRICT will provide payroll deduction for this purpose in accordance with the Salary Reduction AGREEMENT as provided by the third party administrator. The Salary Reduction AGREEMENT as provided by the third party administrator is attached hereto (See Appendix B) for inspection only and does not constitute a binding bilateral AGREEMENT between the Red Bluff Union Elementary School

DISTRICT and the Red Bluff Elementary Educators Association. The DISTRICT and RBEEA agree that the parties will attach to the collective bargaining AGREEMENT the Salary Reduction AGREEMENT as determined by the third party administrator from year to year and the DISTRICT makes no representation or guarantee that the form will not be changed by the third party administrator. Regardless of the form determined by the third party administrator, and the determination by any unit member to participate in a tax sheltered annuity program, the DISTRICT shall be indemnified and held harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for unit members

- Effective January 1, 2009, the DISTRICT shall pay the monthly administration charge of the third party administrator of the 403 (b) Tax Sheltered Annuity currently available through DISTRICT payroll deduction. Such payment shall apply only to unit members enrolled in this TSA as of January 1, 2009.

ARTICLE VII

HEALTH AND WELFARE

The DISTRICT will continue to provide the health benefits as prescribed in Article VII

ACTIVE EMPLOYEE MEDICAL PLAN

7.1 The medical plans will be with the California's Valued Trust, as follows:

- Plan 1 with Rx Plan A
- Plan 4 with Rx Plan B
- Plan 6 with Rx Plan B
- Plan 9 with Rx Plan A
Wellness Plan
- Plan HDHP – 2
Bronze Plan

7.2 Supplemental to each plan will be the Employees Assistance Program (EAP) provided by California's Valued Trust.

7.3 Beginning September 1, 2011, the DISTRICT shall pay the sum of \$1107.00 per month to offset the combined insurance premiums for medical, dental, and vision insurance. Unit members shall pay all sums in excess of \$1107.00 per month, which are required to fully pay for the combined premium for medical, dental, and vision insurance by automatic monthly payroll withdrawals.

7.4 Current unit members on Board approved unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leaves upon reimbursement to the DISTRICT, provided each procedure is approved by the insurance carrier.

DENTAL PLAN

- 7.5 The dental plan will be with Delta Dental Plan of California with unlimited benefits and four cleanings a year, or equivalent dental insurance, for full-time unit members and dependents.

VISION INSURANCE

- 7.6 The vision plan will be with VSP, Plan "C" (\$15 deductible) for unit members and dependents.

LIFE INSURANCE

- 7.7 The DISTRICT shall provide a group life insurance plan for unit members only (not dependents). The plan will provide \$20,000 in life insurance for full-time unit members.

DISTRICT CONTRIBUTIONS

- 7.8 The DISTRICT's contributions listed above apply to all full-time, unit members. The DISTRICT's contributions for part-time members shall be prorated. In order to be eligible for any unit member benefits listed above, unit members must be under contract. Substitutes paid on a daily basis shall not be eligible. Summer School teachers shall not be eligible unless they are otherwise under contract.
- 7.9 The DISTRICT shall implement an IRS 125 Plan through American Fidelity Assurance Company.

MEDICAL AND DENTAL PLAN FOR RETIRED EMPLOYEES

- 7.10 **MEDICAL - Beginning August 1, 2004**
The DISTRICT shall provide retired DISTRICT unit members with medical insurance benefits provided they were actively employed DISTRICT unit members for a minimum of ten (10) years pursuant to the following conditions:
- 7.11 **Retirees Only – Retired Prior to August 1, 2004**
Retirees only who have retired from the DISTRICT prior to August 1, 2004 and who meet the other provisions of this section will contribute a portion of the total premium as outlined below:

7.12 Sliding Scale for Health Insurance Premium

| <u>Total Plan Cost</u> | <u>Employee Contribution</u> |
|------------------------|------------------------------|
| \$ 480-499 | 6% |
| 500-519 | 7% |
| 520-539 | 8% |
| 540-559 | 9% |
| 560-579 | 10% |
| 580-599 | 11% |

If the total plan exceeds \$599, this group of retirees will remain at the 11% contribution level for the duration of their eligibility.

7.13 Retirees plus One Dependent – Retired Prior to August 1, 2004
Retirees carrying one dependent who have retired from the DISTRICT prior to August 1, 2004 and who meet the other provisions of this section, will contribute a portion of the total premium as outlined below:

7.13.1 Employee Contribution – 15% of the Total Plan Cost - For this group of retirees, their contributions will remain at the 15% contribution level for the duration of their eligibility.

7.14 Retirees and/or Retirees Plus One Dependent – Retired after August 1, 2004 – retirees and/or retirees carrying one dependent who retire from the DISTRICT after August 1, 2004 and who meet the other provisions of this section, will contribute a portion of the total premium as outlined below.

7.14.1 Employee Contribution – 20% of the Total Plan Cost – Negotiations on this section will be held every two years beginning with the 2005-2006 school year to be in effect during the 2006-2007 school year.

7.15 Retiree Plus Family – Retirees carrying family coverage who retire from the DISTRICT after August 1, 2004 and who must meet the other provisions of this section, will be able to participate in the program, but must pay the difference in cost beyond the DISTRICT’s dollar contribution for the retiree plus one dependent coverage and the retiree plus family coverage.

For example:

| | <u>2004-2005</u> | |
|-------------------------------|------------------------------|------------------------------|
| | <u>Employee Contribution</u> | <u>DISTRICT Contribution</u> |
| Retiree plus One - \$833 | \$166.66 (20%) | \$666.40 (80%) |
| Retiree plus Family - \$1,055 | \$388.60 | \$666.40 |

7.16 Retirees – Retiring after July 1, 2006 and who meet the other provisions of the section will contribute a portion of the total premium as follows:

7.16.1 Employee Contribution – 20% of the total plan cost

7.16.2 District Contribution – 80% of the top plan offered. This contribution will be applied to any eligible plan.

7.17. Retirees plus one Dependent or Retirees Plus Family – Retirees carrying one dependent or family coverage who retire from the DISTRICT after July 1, 2006 and who meet the other provisions of this section, will be able to participate in the program, but must pay the difference in cost beyond the DISTRICT’S dollar contribution for the retiree.

For example: (monthly contributions)

| | <u>2005-2006</u> | | |
|-------------------------------|-----------------------|----------------------------------|----------------------------------|
| | <u>Total Cost</u> | <u>Employee Contribution</u> | <u>DISTRICT Contribution</u> |
| Retiree | \$ 741.00 | \$148.20 | \$592.80 |
| Retiree plus one | 1,280.00 | 687.20 | 592.80 |
| Retiree plus Family | 1,641.00 | 1,049.00 | 592.80 |

7.18 OTHER PROVISIONS

The retired employee was a DISTRICT employee at the time of his or her retirement.

- The retired employee shall be at least 50 years old at the time of retirement, or shall have retired by reason of disability and has attained the age of 50.
- The retired employee shall not have attained the age of 65.
- The employee was employed by the DISTRICT on a full-time basis for a minimum of any ten (10) years preceding retirement. In the event a part-time employee qualifies for this benefit, payment shall be based on a prorated arrangement.

7.19 When a retired employee reaches age 65 or has received DISTRICT paid medical benefits as outlined below, the DISTRICT shall cease providing the retired employee with medical benefits on a DISTRICT paid basis.

7.19.1 The Retiree Health Benefit duration will be as follows:

| | |
|---------------|----------|
| 2010-2011.1.1 | 10 years |
| 2011-2012 | 10 years |
| 2012-2013 | 5 years |

- 7.20 This agreement is that the Retiree Health Benefit will continue at the 5 year level. For those unit members who choose to opt out of Retiree Health Benefits, the DISTRICT will pay an annual in lieu cash payment of \$5,000.00 per year of eligibility in accordance with the above table.
- 7.21 After an employee reaches the age of 65 or has received DISTRICT paid medical benefits in accordance with this policy, he or she may, at his or her own expense, continue on the DISTRICT's health plan if he or she desires by making payments to the DISTRICT.
- 7.22 The DISTRICT reserves the right to renegotiate this provision in the future. However, the retired employees receiving benefits under this provision shall continue to receive medical insurance benefits as provided herein.
- 7.23 In the event at some future date the DISTRICT's health plan carrier should require all eligible persons to enroll in Medicare "A" and "B" in order to remain in the DISTRICT's plan, the cost of Medicare, if any, must be paid by the retiree.
- 7.24 When a certificated retiree is not eligible for DISTRICT-paid medical benefits, he or she may participate as follows:
- 7.24.1 DISTRICT group medical insurance plan for certificated employees is available to all retirees of the DISTRICT who qualify under the plan.
 - 7.24.2 Those who have already retired and are not eligible for DISTRICT-paid coverage will be enrolled at a date established by the Board. Other retroactive enrollments will be accepted.
 - 7.24.3 The DISTRICT will enroll retirees at the time of retirement at the existing group rates, will collect the monthly retiree dues, and will forward them to the appropriate office of the health insurance carrier with the regular group payment.
 - 7.24.4 Retirees who do not take insurance at the time of retirement and wish to be reinstated will be subject to the health insurance fee schedule for those in this status as established by the insurance carrier.
- 7.25 Retirees will provide the DISTRICT with checks for monthly dues two months in advance of the due date.
- 7.26 The District Office will have available current carrier regulations regarding the group medical insurance plan.

DENTAL AND VISION RETIREES

- 7.27 Retirees are eligible for dental and vision coverage at the rates provided by the insurance carrier.

LIFE INSURANCE RETIREES

- 7.28 The DISTRICT will allow retirees to continue their existing life insurance coverage at their own expense until age 65. At age 65, the retirees are no longer allowed to participate in the DISTRICT program.
- 7.29 It is understood that this coverage is only available to the extent that the insurance carrier allows such inclusion.

ARTICLE VIII

HOURS OF EMPLOYMENT

- 8.1 All unit members shall work a professional workday which includes seven and one-half (7.5) hours on site time, providing however, that the Board may extend the teaching day for the purpose of required meetings. It is understood that the starting and ending times of this professional day shall be determined by the individual unit members providing that the unit member is present, at least 20 minutes prior to the start of the instructional day for pupils and remains during the time pupils are present during the school day.
- 8.2 No unit member shall be required to report for duty prior to 8:00 a.m. or remain on duty after 3:30 p.m. except to attend required meetings as described above. In the event the reporting time is modified to an earlier or later time due to modified attendance hours for students, the starting and ending times of unit members shall be adjusted accordingly.
- 8.3 Effective approximately February 27, 2009 each unit member shall be entitled to a daily, duty-free, uninterrupted lunch period of forty-five (45) consecutive minutes, within the prescribed school lunch period, with the exception of days of inclement weather and in the event of an emergency.
- 8.4 Unit members may be required to attend school functions as scheduled including Back-To-School Night, Open House (Public Schools' Week), and graduation. Additional duties shall be assigned on an equitable basis.
- 8.5 A one-half day of absence is defined as commencing or ending at 11:45 a.m. This time may be adjusted accordingly in the event the school starting and ending times are modified.
- 8.6 The workday prior to the commencement of school shall include no more than one-half day of DISTRICT and school meetings. A minimum of one-half day shall be for on-campus unit member preparation activities.
- 8.7 When buses are scheduled to arrive prior to 8:10 a.m., the DISTRICT may employ unit members to supervise students prior to that time. The DISTRICT will employ classified personnel to supervise after school duties that are longer than ten (10) minutes.

- 8.8 In the event the unit member is not relieved after ten (10) minutes, the unit member will contact the site administrator. When said unit member is asked to stay beyond the ten (10) minutes, the unit member will be compensated on a prorated basis using the current “anytime” rate beyond the required ten minutes. The unit member will fill out a time sheet for compensation.
- 8.9 Unit members employed for less than a full-time assignment shall be paid on a prorated calculation based on a 7.5 hour teaching day. Therefore, the hours of employment for the part-time unit members will be as follows:
- 7.5 hour day = 450 minutes
20% = 90 consecutive minutes
40% = 180 consecutive minutes
60% = 270 consecutive minutes
80% = 360 consecutive minutes
- 8.10 The above times would include recess, lunch, and preparation time as is appropriate to the time of the day in which the unit member serves.

PLANNING TIME

- 8.11 Two afternoons that coincide with the weekly early release days per month will be dedicated for teacher-directed planning time. Two afternoons that coincide with weekly early release days per month will be site-directed collaboration. The early dismissal day immediately prior to report cards being issued for each trimester shall be designated as planning time and used for report card preparation.
- 8.12 Monday through Friday between 8:00 to 8:20 is exclusively planning time, with the exception of when a unit member has morning duties.
- 8.13 Monday, Thursday and Friday between 3:00 and 3:30 shall be planning time, except when a unit member has afternoon duties.
- 8.14 Two Tuesdays per month shall be reserved for staff meeting, and the District shall have the option to add three additional Tuesday staff meetings.
- 8.15 The DISTRICT will make every reasonable effort for IEP’s and other special meetings for Individuals with Exceptional Needs (IWEN/special education students) to be scheduled and completed during the unit member’s contract day.
- 8.16 In the event a unit member is required to attend more than three (3) Individualized Education Plan (“IEP”) meetings or Section 504 meetings (combined) that last longer than 3:45 pm , within one school year, then commencing with the fourth (4th) IEP or Section 504 meeting, the unit member shall be entitled to the anytime rate in quarter hour increments for any time spent in such meetings past 3:30 pm. For the first three IEP or Section 504 meetings

(combined), unit members shall be paid at the anytime rate for any time spent past 3:45 pm, in quarter hour increments.

SHARED TEACHING ASSIGNMENTS

- 8.16 Unit members may participate in a shared teaching arrangement under the following conditions:
- 8.16.1 The arrangement provides for a consistent instructional program.
 - 8.16.2 The unit members involved must hold or be eligible for a California teaching credential.
 - 8.16.3 The unit members involved prior to February of the year preceding the change, must present a comprehensive proposal to the principal of the school in which the program is to take place. The proposal must include consideration of the following factors:
 - Compatibility of the unit members involved including educational philosophy, areas of effectiveness and experience.
 - Specifics as to the division of time, i.e., three days/two days; a.m./p.m., one half year, etc.
 - A description of who will be responsible for teaching what subject areas.
 - Description of plans to deal with adjunct duty requirements, including school picnics/parties, field trips, PTA meetings, Back-to-School Night, Open House, etc.
 - Plans for dealing with attendance at faculty meetings, parent conferences, in-service training, etc.
 - Agreement on the basic rules for classroom behavior.
- 8.17 Approval of the proposal must be obtained first from the principal involved, then the superintendent, and finally the Board.
- 8.18 Salary schedule and seniority credit for a participant will be the same as that earned by a regular, full-time unit member provided the participant serves on a 50% or more basis.
- 8.19 If the DISTRICT hires a retired teacher as part of the shared teaching team, the retired teacher will be placed at Class C Step 6 and will be paid his or her proportional amount of that figure.
- 8.20 Under no circumstances are the combined salary and benefits for both participants to exceed the salary and benefits for a full-time unit member.

Specifically, salary and benefits will be prorated based upon the portion of the working day spent by each participant. Each participant shall be eligible for full insurance benefits on a prorated basis and in accordance with insurance company regulations.

- 8.21 In the event the participants wish to resume a full-time teaching assignment, the appropriate request must be submitted to the superintendent by February 1 of the year preceding the change.
- 8.22 The DISTRICT will provide full time assignments if the appropriate number of full-time vacancies exist. If not, the participant shall remain in the shared teaching assignment until the following year at which time another request may be made, again by February 1.
- 8.23 To resume full-time teaching, participants must be fully qualified by credential for any vacancy. Full-time assignments will not be made if an emergency credential or Board exception based on units is required.

CALENDAR

- 8.24 The calendar for 2016-2017 is attached as Appendix D.
- 8.25 Negotiations on the calendar will begin in October of the preceding year.
- 8.26 Every effort will be made to establish a calendar by the December Board meeting.
- 8.27 The collaboration time immediately prior to report cards being issued for each trimester shall be reserved for report card preparation.

STAFF DEVELOPMENT

- 8.28 The DISTRICT shall provide two (2) days of In-Service for the 2014-2015 school year. (August 18, 2014 and January 5, 2015). The DISTRICT shall provide three (3) days of staff development for the 2015-16 and 2016-17 school years.

ARTICLE IX

LEAVE POLICIES

REDUCTION OF WORKLOAD – (FULL-TIME TO PART-TIME EMPLOYMENT)

- 9.1 Unit members who meet the following criteria may apply to the superintendent for a reduction in workload from full-time to part-time (minimum of ½ time) under the provisions of Education Code section 44922:

- The unit member must plan to serve no less than the equivalent of one half (1/2) of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position.
- The unit member must have reached the age of 55 prior to the effective date of the reduction in workload.
- The unit member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

9.2 A reduction in work load shall normally become effective at the beginning of a given school year. The application for said reduction must be submitted to the superintendent by February 15 of the preceding school year. The application shall include the work arrangement the unit member wishes to pursue: a half-year or half day for the full year.

9.3 The Board shall either approve or disapprove a request for a reduction in work load. Criteria to be utilized in making the decision shall include the following:

- Unit member's assignment
- Unit member's longevity within the DISTRICT
- Superintendent's recommendation
- Effect on students
- Effect on general operation of the school
- Availability of replacement
- Availability of funds

9.4 Compensation – The unit member shall be paid a salary that is the pro rata share of the salary that he or she would be earning had the unit member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment. The District shall continue to make STRS contributions as required by law.

9.5 Effect on Benefits – The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

9.6 This policy is applicable to unit members with the exception of principals, the assistant superintendent, and the superintendent.

- 9.7 In the event a unit member on reduced work load status desires to return to full-time status, he or she must submit a written request to the superintendent by February 15 of the year preceding the school year in which the change of status will occur.
- 9.8 The period of part-time employment of employees subject to Section 20815 of the Government Code shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday. In the event the state should rescind the law governing this policy, this policy shall cease to be in force.

LEAVE (WITHOUT PAY)

- 9.9 A unit member of the DISTRICT may request a leave without pay for a period of up to one year.
- 9.10 The unit member shall inform, in writing, the superintendent's office of his or her intention to return to duty no later than March 30th of the year the leave expires.
- 9.11 During the absence, the unit member would be entitled to continue DISTRICT insurance benefits provided that the unit member pay all costs involved.
- 9.12 A unit member may request a one-year extension of leave without pay. However, the request must be submitted no later than March 30th of the year of the initial leave.

PERSONAL BUSINESS LEAVE

- 9.13 Unit members may use up to three days of the current year's sick leave as Personal Business Leave, defined as "pressing business, which cannot be conducted before or after the school day or on weekends." The unit member will not be required to disclose the nature of his or her personal business. However, it is agreed that these days are not to be used for entertainment or vacation purposes.
- 9.14 Limitations – Absences for personal business must be taken in increments of not less than one-half day.
- 9.15 Personal Business Leave shall not be granted during a leave of absence.

COMPELLING PERSONAL IMPORTANCE LEAVE

- 9.16 Effective April 12, 2011, three (3) days of Personal Necessity Leave will be allowed at the declaration of the unit member for compelling personal importance with no prior permission required.

PERSONAL NECESSITY LEAVE

9.17 Eligibility - A unit member may use, at his or her election, not more than seven (7) days of accumulated sick leave benefit in the following case of personal necessity:

1. Death or serious illness of a member of his or her immediate family.
Immediate family is defined as follows:

Mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, brother-in-law, sister-in-law, registered domestic partner or any relative living in the immediate household of the unit member.

2. Accident involving his or her person or property, or the person or property of a member of the immediate family.
3. The birth or adoption of a child making it necessary for the unit member who is the father of the child to be absent from his position during his assigned hours of service.
4. Bonding with a newborn infant or with a recently adopted child.
5. Imminent danger to the home of a unit member, occasioned by a factor, such as flood or fire, serious in nature which under the circumstances, the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during his or her assigned hours of service.
6. Appearance in court as a litigant, or as a witness under an official order. The unit member must return to work in cases where it is not necessary for him or her to be absent the entire day.
7. Service as a pall bearer.
8. Other instances of personal necessity as determined by the unit member, but within the guideline established in this policy and contingent upon the approval process described below.

REQUIREMENTS

9.18 Advanced permission is not required for absences resulting from death, accident, or serious illness of members of a unit member's immediate family or when a unit member's home is in imminent danger. However, if the situation permits, unit members should alert the principal of the intended absence.

9.19 Verification of Reason for Absence – The unit member shall submit a signed statement and any additional proof requested by the principal or supervisor to substantiate personal necessity. However, in items 1 through 4 above, the unit member's certification of absences due to any of the reasons cited shall be deemed to be appropriate verification or proof of the reason for absence. It is

assumed that the unit member shall be the best judge of that which constitutes “serious illness” inasmuch as there is no legal definition for the term. This is also true of imminent danger to one’s home.

- 9.20 Absence in Excess of Seven (7) Days – Absence for personal necessity in excess of seven (7) days per year or in excess of full-time sick days, will normally be considered personal leave involving loss of salary. However, in the event of unusual circumstances and with the superintendent’s approval, permission may be granted for an additional three (3) days of personal necessity (beyond the seven). In the event the unit member is absent for more than ten (10) days, substitute differential pay shall be deducted from the unit member’s daily rate. The Board must approve any personal necessity leave that exceeds ten (10) days. If the Board denies an extension, additional time off shall result in full loss of pay for the additional days absent.
- 9.21 Limitations - Absences for personal necessity must be taken in increments of not less than one-half day.
- 9.22 Personal necessity leave shall not be granted during a scheduled vacation or leave of absence.
- 9.23 Payment for such absence shall be made only upon certification of the unit member’s administrator or immediate supervisor or the superintendent that the absence was due to a personal necessity within the meaning of the policy.
- 9.24 In all cases of personal necessity leave, it must be demonstrated that the need for such absence cannot be accomplished outside of the regular duty hours.
- 9.25 Procedure - The need for personal necessity leave shall be indicated on a DISTRICT approved form attached hereto as Appendix E. The unit member will state the reason the absence is necessary and relate it to one of the eligibility items in this policy. The form – Unit Members Request for Personal Necessity Leave, shall be submitted to the immediate administrator at least three (3) days prior to the proposed absence, if this is feasible, but in all cases will be submitted as soon as possible.
- 9.26 On occasion, the need for personal necessity leave may be so personal and potentially embarrassing in nature that a written description of the reason for the request on the absence report would place an unreasonable demand upon the unit member. In this instance, the unit member shall meet with the superintendent and explain that he or she is requesting a privacy personal necessity leave. When that occurs, the superintendent will authorize the leave under the policy. A copy of such authorization shall be sent to the principal and the payroll clerk.
- 9.27 In cases where personal necessity leave is denied at the superintendent level, the decision may be appealed to the Grievance Representatives of the ASSOCIATION, the superintendent and one principal. The superintendent will

appoint the principal. Appeal from the committee ruling may be made to the Board.

JUDICIAL AND OFFICIAL APPEARANCE

- 9.28 The Board shall grant leaves of absences to unit members to appear as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee.
- 9.29 The Board shall grant leaves of absence to unit members in positions requiring certification qualifications, regularly called for jury duty in the manner provided for by law.
- 9.30 The Board shall grant such leaves of absence with full pay while a unit member serves on jury duty. However, all payment the unit member receives as a result of jury duty, with the exception of mileage, shall be returned to the DISTRICT.

MATERNITY LEAVE

- 9.31 The DISTRICT shall grant a leave of absence from duty to any female unit member of the DISTRICT who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from.
- 9.32 The length of the leave of absence, including the date on which the leave shall begin, and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's doctor.
- 9.33 A written statement from the unit member's doctor must be furnished by the unit member giving the date when, in the doctor's judgment, the unit member may return to work.
- 9.34 Absences necessitated by disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be treated the same as leaves for illness.
- 9.35 Should accumulated sick leave be exhausted during the period of leave authorized by a physician, the unit member shall receive substitute differential pay for a period of one hundred working days. Substitute differential pay means the salary paid the substitute shall be deducted from the unit member's regular salary. The substitute's pay shall be in accordance with DISTRICT policy.
- 9.36 Should the unit member wish to extend the leave beyond the date the doctor determines she may return to work, she shall request a leave without pay.

SABBATICAL LEAVE

Types of Leaves

- 9.37 Sabbatical leave for full-time study and/or approved travel for one semester or one school year may be granted to a unit member as approved by the Board pursuant to these provisions. For any sabbatical leave request that is not approved by the Board, the unit member shall be provided a written statement of the reasons.
- 9.38 Study – A unit member who submits detailed program of study for a sabbatical leave shall undertake a full load of at least fifteen (15) hours upper division work per semester or twelve (12) hours of graduate work or the equivalent thereof. Admission to an accredited college or university is a prerequisite for application. A tentative program of study must be submitted with the application.
- 9.39 Travel – A unit member who desires to travel must submit a detailed statement of the proposed itinerary. Travel must be related to the school work of the unit member and of sufficient breadth to justify the request.
- 9.40 Combination of Study and Travel – The proposal must contain a detailed program of study including admission to an accredited college or university and a list of courses by semester or quarter units.
- 9.41 Eligibility and Limitations - To be eligible for sabbatical leave, a unit member must have rendered service in the DISTRICT for at least seven (7) consecutive years immediately preceding the sabbatical leave, and not more than one sabbatical leave shall be granted in each seven-year period.
- 9.42 Not more than five (5) percent of the unit members in the DISTRICT shall be granted sabbatical leave in the same year. If more unit members than the maximum have applied for sabbatical leave, preference shall be given to seniority or successful previous service.
- 9.43 Deadline for Application - Application for sabbatical leave for the following school year must be filed with the superintendent or designee before February 1 of the current school year. The Board may waive this deadline. Applications shall consist of a detailed plan and the completion of a form provided by the superintendent.
- 9.44 Compensation - Compensation for the unit member on sabbatical leave shall be one-half of the salary that the unit member would have received had he or she remained in active service. All health and welfare benefits shall remain at the same level as for full-time unit members of the DISTRICT. The DISTRICT shall pay the retirement benefit on the basis of salary paid – one-half. (Should a unit member wish full-time salary credit for the sabbatical year, the unit member must contact the State Teachers' Retirement System and make the necessary arrangements. Upon completion of the process, the DISTRICT, when billed by the State Teachers' Retirement System, shall pay the additional DISTRICT share due.)
- 9.45 Evidence of Fulfillment of Leave - Each unit member returning from leave shall file with the superintendent or designee before he or she returns to duty a

transcript of work taken and grades earned, or summary of his or her trip together with a statement of educational growth believed to be obtained and any other evidence that he or she has met the objectives stated in the application. In addition to the final summary and/or transcript, the unit member on sabbatical leave shall submit to the superintendent or designee, a brief progress report once each semester during the leave.

- 9.46 College Units Earned While on Sabbatical Leave - College credits earned during sabbatical leave may be utilized to meet the requirements for advancement on the salary schedule.
- 9.47 Salary/Assignment Upon Return - For salary schedule purposes, service during the sabbatical leave shall be credited as though the unit member was employed full-time during that year.
- 9.48 At the expiration of the leave of absence, the unit member shall, unless he or she agrees otherwise, be reinstated in a position equivalent in duties to that held prior to the leave.
- 9.49 Post Bond - Each unit member who is granted a sabbatical leave is required to post a bond guaranteeing service to the DISTRICT for a period twice the length of the sabbatical leave immediately following the leave. Cost of the bond is borne by the unit member. The bond shall be exonerated in the event the failure of the unit member to return and render the required service is caused by the death or the physical or mental disability of the unit member. The requirement for the bond may be waived by resolution to the Board of Trustees at its discretion.
- 9.50 Liability of Board and DISTRICT - Both the Board and the DISTRICT shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any unit member while on sabbatical leave.
- 9.51 Failure to Complete Requirements due to Injury or Illness - In cases of injury or illness of the unit member during sabbatical leave shall prevent the completion or the purposes of the leave, the sabbatical leave shall be terminated, and all applicable sick leave provisions will apply. The superintendent or designee must be notified in writing within ten (10) days from the first day of such injury or illness.
- 9.52 Employment while on Leave - While on sabbatical leave, a unit member may not accept any other employment unless it pertains directly to the purpose and programs of the sabbatical leave and then only with the written approval of the superintendent or designee. In no case will the amount received from sabbatical leave pay and remuneration from other employment, grants, or stipends exceed the regular salary of the unit member. Should the amount of the other remuneration, grant, or stipend be sufficient to cause the unit member's salary to exceed the sabbatical leave, pay will be reduced by the amount sufficient to

reduce the total anticipated salary to the amount the unit member would have received had he or she not taken the leave.

- 9.53 Other - In all matters not herein mentioned, the Education Code shall govern sabbatical leave, and all amendments to the Education Code affecting sabbatical leave shall become a part of these rules and regulations.

SICK LEAVE

- 9.54 All regular unit members shall be granted sick leave for absence from duty occasioned by reason of personal illness or accident, of ten (10) days, excluding school holidays, in any one school year, on full pay provided that regular unit members assigned for a fractional part of any school year shall be entitled to such leave pay in the same ratio that the assignment bears to full-time.
- 9.55 Each regular unit member who does not use the entire period of his or her annual sick leave in any school year shall have added to his or her credit annually the number of unused days and the same shall be accumulated from year to year.
- 9.56 Unit members who are ill beyond the number of days of accumulated sick leave shall be paid the difference between their salary and the salary paid a substitute. According to the provisions of Education Code section 44977, a unit member shall be entitled to the ten (10) days of sick leave granted at the beginning of the current year, and for a period not to exceed five (5) months (100 teaching days) in duration, will receive the remainder of the sick leave due plus the difference between his or her pay and the pay earned by the substitute. Should a unit member have more than five (5) months and ten (10) days (110 days sick leave) accumulated sick leave, the unit member would continue to receive payment until the sick leave is exhausted.
- 9.57 For the purpose of establishing the salary per day, the total yearly salary shall be divided by the total number of service days from the time unit members are required to report to duty until the last day of school in the term.
- 9.58 The DISTRICT will comply with the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act.
- 9.59 Summer school unit members shall have no provisions for sick leave and shall be docked at an hourly rate for absenteeism of any nature, unless an administratively approved substitute is secured by the summer school unit member.
- 9.60 Sick leave earned during the regular school year shall not be applied to summer school service.
- 9.61 **Transfer of Accumulated Sick Leave** - Any unit member of the DISTRICT who has been an employee of the DISTRICT for a period of one school year or more and who accepts a position requiring certification qualifications in another school district at any time during the second or any succeeding school year of his or her

employment with the first district, or who, within the school year succeeding the school year in which such employment is terminated, signifies acceptance of his or her election or employment in a position requiring certification qualifications in another school district, shall have transferred with him or her to the second district the total amount of leave of absence for illness or injury to which he or she is entitled under Section 44978 of the Education Code. The State Board of Education shall adopt rules and regulations prescribing the manner in which the first district shall certify to the second district, the total amount of leave of absence for illness or injury to be transferred. The Board shall not adopt any policy or rule, written or unwritten, which requires any certificated employee transferring to its district to waive any part or all of the leave of absence which he or she may be entitled to have transferred in accordance with this section.

- 9.62 **Compulsory Leave of Absence** - Whenever any unit member of a school district is charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information or indictment filed in a court of competent jurisdiction, the Board shall immediately place the unit member upon compulsory leave of absence for a period of time extending for not more than ten (10) days after the date of the entry of the judgment in the proceedings. The Board may extend the compulsory leave of absence of the unit member beyond such period by giving notice to the unit member within ten (10) days after the entry of judgment in the proceedings that the unit member will be dismissed at the expiration of thirty (30) days from the date of service of the notice, unless the unit member demands a hearing as provided in Education Code Sections 44892, 44907, and 44923, and Sections 44932 to 44947, inclusive.
- 9.63 Any unit member placed upon compulsory leave of absence pursuant to this section shall continue to be paid his or her regular salary during the period of his or her compulsory leave of absence if, and during such time as, he or she furnishes to the DISTRICT a suitable bond, or other security acceptable to the Board, as a guarantee that the unit member will repay to the DISTRICT the amount of salary so paid to him or her during the period of the compulsory leave of absence in case the unit member is convicted of such charges, or fails or refuses to return to service following an acquittal of the offense or dismissal of the charges. If the unit member is acquitted of the offense, or the charges against him or her are dismissed, the DISTRICT shall reimburse the unit member for the cost of the bond upon his or her return to service in the DISTRICT.
- 9.64 If the unit member does not elect to furnish bond, or other security acceptable to the Board, and if the unit member is acquitted of the offense, or the charges against him or her are dismissed, the DISTRICT shall pay to the unit member his or her full compensation for the period of the compulsory leave of absence upon his or her return to service in the DISTRICT.
- 9.65 Whenever any unit member of the DISTRICT is charged with the commission of any narcotics offense as defined in Section 44011 of the Education Code, or a violation of subdivision 1 of Section 261 of the Penal Code, Sections 11530 to 11532, both inclusive, 11540 or 11910 to 11915, both inclusive, insofar as such

sections relate to subdivision (c) of Section 11901 of the Health and Safety Code, by complaint, information, or indictment filed in a court of competent jurisdiction, the Board may immediately place the unit member upon compulsory leave in accordance with the procedure in this section.

- 9.66 **Bereavement Leave** - Unit members shall be allowed, without loss of pay, a maximum of five (5) days leave in the event of a death in the immediate family.

Immediate family is defined as follows:

Mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, brother-in-law, sister-in-law, registered domestic partner, or any relative living in the immediate household of the unit member.

- 9.67 **Faculty/Student Bereavement Leave** - Unit members may be granted release time during the work day for attending funerals of DISTRICT employees or students in their classrooms, or parents, or siblings of such students. Such release time may be charged to Personal Necessity Leave.

EMPLOYEES ELECTED TO THE LEGISLATURE

- 9.68 Every person employed by the DISTRICT as a permanent employee in a position requiring certification qualifications, who is elected to the Legislature, shall be granted a leave of absence from his or her duties as an employee of the DISTRICT by the Board.
- 9.69 During the term of such leave of absence, the unit member may be employed by the DISTRICT to perform less than full-time service requiring certification qualifications, for such compensation and upon such terms and conditions as may be mutually agreed upon within the terms provided for in the RBEEA/CTA/NEA contract.
- 9.70 Such absence shall not affect in any way the classification of such unit member.
- 9.71 Within six (6) months after the term of office of such unit member expires, he or she shall be entitled to return to the position held by him or her at the time of his or her election, at the salary to which he or she would have been entitled had he or she not absented himself or herself from the services of the DISTRICT under this section.
- 9.72 Notwithstanding any provision of this code to the contrary, a person employed to take the place of any such unit member shall not have any right to such position following the return of such employee to the position.

- 9.73 This section shall apply to any permanent certificated DISTRICT unit member who held the office of Member of Assembly or State Senator on or after January 4, 1965.

ACTIVE MILITARY SERVICE

- 9.74 Every person employed by the DISTRICT as a probationary or permanent employee in a position requiring certification qualifications who enters the active military service of the United States of America or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, created or authorized as such auxiliary by the Congress of the United States of America or by the Legislature of the State of California, or in the service of the American Red Cross, during any period of national emergency declared by the President in which the United States of America is engaged, shall be entitled to absent himself or herself from his or her duties as a unit member of the DISTRICT.
- 9.75 Such absence shall not affect, in any way, the classification of such employee. In the case of a probationary unit member, the period of such absence shall not count as part of the service required as a condition precedent to the classification of such unit member as a permanent employee of the DISTRICT, and such absence shall not be construed as a break in the continuity of the service of such unit member for any purpose.
- 9.76 The dismissal or termination of any probationary unit member because of reduced attendance due to war conditions, after his or her entry into the active military service or service in the American Red Cross, shall not deprive him or her of any of the benefits of this section.
- 9.77 Within six (6) months after such unit member honorably leaves such service or has been placed on inactive duty, he or she shall, subject to the provisions of this section, be entitled to return to the position held by him or her at the time of his or her entrance into such service, at the salary to which he or she would have been entitled had he or she not absented himself or herself from the service of the DISTRICT under this section.
- 9.78 If such unit member was employed under a lawful contract for a period in excess of one year in a position in which he or she had not become a permanent unit member of the DISTRICT, he or she shall be entitled to return to such position for the period his or her contract of employment had to run at the time he or she entered such service. Notwithstanding any provisions of this code to the contrary, a person employed to take the place of any such unit member shall not have any right to such position following the return of such unit member to the position.

INDUSTRIAL ACCIDENT OR ILLNESS

9.79 In accordance with the Education Code, industrial accident or illness leave shall be in effect for all unit members of the DISTRICT according to the following provisions:

- Industrial accident or illness leave shall be granted for a maximum of sixty (60) days during which the schools of the DISTRICT are required to be in session or when the unit member would otherwise have been performing work for the DISTRICT in any one fiscal year for the same accident or illness.
- Allowable leave shall not be accumulated from year to year.
- Industrial accident or illness leave shall commence on the first day of absence.
- When a person employed in a position requiring certification qualifications is absent from his or her duties on account of an industrial accident or illness, he or she shall be paid such portion of the salary due him or her for any month in which the absence occurs, as when added to his or her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him or her of not more than his or her full salary.
- Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.
- Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in the Education Code, and for the purpose of each of these sections, his or her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he or she may elect to take as much of his or her accumulated sick leave which, when added to his or her temporary disability indemnity, will result in a payment to him or her of not more than his or her full salary.
- During any paid leave of absence, the unit member shall endorse to the DISTRICT, the temporary disability indemnity checks received on account of his or her industrial accident or illness. The DISTRICT, in turn, shall issue the unit member appropriate salary warrants for

payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.

- Any unit member receiving benefits as a result of this section, shall during periods of injury or illness, remain within the State of California unless the Board authorized travel outside the State.
- The DISTRICT reserves the right to secure proof of industrial injury or illness of a unit member. Before salary payment will be made to a unit member absent because of industrial injury or illness, a report of such an accident or illness, in the form required by the state Compensation Insurance Fund, must be on file in the office of the superintendent.

9.80 Methods for Deduction - In an instance of absence from duty, except where otherwise authorized by Board Policy, the site principal and the superintendent shall determine whether or not the:

- Unit member's salary shall receive full deduction;
- Unit member shall receive the difference between his or her pay and the substitute.
- Unit member shall receive full pay.

Approval may be given for attendance at meetings of professional and civic organizations or for attendance at professional conferences.

UNAUTHORIZED LEAVE

9.81 The Board, while adopting this policy, recognizes that the unit members of this DISTRICT are a group of conscientious and dedicated professionals who frequently devote many hours to the students of the DISTRICT beyond that which is required by the Board. This policy, therefore, is directed toward that rare instance, or individual, who does not reflect the standards established by the staff.

9.82 Any absence covered under this policy shall be recorded in the unit member's personnel file in the form of a letter written by the superintendent or his or her designee, a copy of which shall be provided the unit member who may respond to the superintendent.

9.83 Repeated absence as covered in this policy shall be reported in the unit member's formal evaluation and shall subject the unit member to possible dismissal.

9.84 After a conference with the superintendent, the salary of a unit member who willfully or repeatedly absents himself or herself from duty may be reduced on an hourly basis as pro-rated according to the normal work load as established in DISTRICT policy.

- 9.85 Absence from duty, as used in this policy, includes unauthorized absence from staff meetings, curriculum meetings, or any other meetings or activities legally called by administrators.
- 9.86 Supervisory personnel shall report to the superintendent the name of any unit member who is absent without authorized leave.
- 9.87 It is expected that this policy will be administered judiciously and not as an instrument of harassment or as a manner of dealing with trivial and unique occurrences.

CHILD CARE LEAVE

- 9.88 Unit members may be granted parental child care leave of up to one year for the purpose of caring for a newly born or newly adopted child.
- Such leave is without pay and benefits of any kind.
 - Request for such leave must be made at least four (4) weeks prior to the requested beginning date.
 - The beginning date and duration of such leave shall be at the discretion of the Board, in consultation with the unit member and considering the needs of the DISTRICT'S educational program.
 - If the unit member's leave commences after the school year has begun, and terminates prior to the end of the same school year, the unit member shall be entitled to return to his or her assignment.

CATASTROPHIC LEAVE

- 9.89 Unit members who have exhausted all their sick leave may use catastrophic leave under the following provisions:
- Catastrophic leave shall begin no sooner than the eleventh (11th) work day of absence, and only after all other personal accumulated sick leave and other paid time off has been exhausted.
 - Maximum leave is not to exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.
 - To request catastrophic leave, the unit member, or his or her designee, shall submit a request in writing to the ASSOCIATION President stating the facts that support a need for catastrophic leave.

- To qualify for such leave, the unit member will have suffered an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the unit member's family, which incapacity requires the unit member to take time off work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off.
- A "member of the unit member's family" shall be limited to spouse, children, mother, father, or an individual over which the unit member has legal guardianship.
- Upon application by a unit member for catastrophic leave, four (4) ASSOCIATION appointed unit members and one (1) DISTRICT designated administrator shall meet and determine whether to grant a catastrophic leave, and the number of days to be granted.
- If the request is denied, the ASSOCIATION President shall notify the unit member or his or her designee and the Superintendent.
- Catastrophic Leave Bank participants who are denied a withdrawal, or whose withdrawal is terminated, may, within thirty (30) days of denial, appeal to the Executive Board of the ASSOCIATION. The Executive Board of the ASSOCIATION shall hold a hearing within fifteen (15) duty days, and announce its decision within fifteen (15) duty days of the hearing.
- If the request is approved, the ASSOCIATION shall solicit the unit members in the ASSOCIATION on a mutually approved form authorizing donation of sick leave days for use pursuant to this section.
- The ASSOCIATION President will provide the superintendent with a list of names of the unit members donating sick leave and the number of days donated by each unit member.
- The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, approving or denying the requests, and communicating its decisions to the participants and the personnel and/or Payroll Department.
- The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article.
- Applications shall be reviewed and decisions of the Committee reported to the applicant within ten (10) days of the receipt of the application.

- The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal or defend against any appeals of denials.

9.90 By October 5th of each school year, the DISTRICT shall notify the Committee of the following.

- The total number of accumulated days in the Bank on June 30th of the previous school year.
- The number of days contributed by unit members for the current year.
- The names of participating unit members.
- The total number of days available in the Bank.
- Upon a reasonable and timely request by the ASSOCIATION President, updates of additional unit members participating, and current days in the Bank will be provided.
- Days donated and taken pursuant to this section shall be credited, deducted, or donated in full day increments.
- The maximum number of days a unit member can contribute per year pursuant to this section is ten (10).
- The Catastrophic Sick Leave Bank shall be reduced by one full day for each day of Catastrophic Sick Leave awarded to the requesting unit member.
- In the event that days donated to the Catastrophic Sick Leave Bank are not used, then those days will be retained in the Catastrophic Sick Leave Bank for future use as granted by the local ASSOCIATION/DISTRICT Committee referred above.
- Unit members using Catastrophic Sick Leave pursuant to this section shall not accrue any other leave credits provided for in the AGREEMENT, or by law.
- If the Catastrophic Sick Leave Bank is terminated for any reason, the days remaining in the Catastrophic Sick Leave Bank shall be returned to the then current members of the Bank proportionately.
- Nothing herein preempts the right of the ASSOCIATION to solicit voluntary contributions of sick leave for the purpose of establishing a Catastrophic Sick Leave Bank prior to application by a given unit member.

- The ASSOCIATION may voluntarily contribute Catastrophic Sick Leave Bank days to a DISTRICT Administrator. Likewise, the DISTRICT Administrators may reciprocate by volunteering Catastrophic Sick Leave days to the Catastrophic Sick Leave Bank referred to herein.

ARTICLE X

ASSIGNMENTS AND TRANSFERS

General Provisions

- 10.1 In accordance with Education Code Section 35035, the Superintendent may assign and transfer unit members within the District, limited only by the express procedures contained in this Article.
- 10.2 A transfer/reassignment may be initiated by a unit member or initiated by the District.
- 10.3 In making transfers and reassignments, the District shall consider such educationally related criteria as:
- Unit member request
 - District seniority
 - Previous evaluations pursuant to contract Article XIII
 - Credentials and certifications
 - College units, degrees and specialized training
 - Previous teaching experience related to the position
 - Requirements of the position
 - The needs to balance teaching skills and abilities (as specified in the Standards for the California Standards for the Teaching Profession)

The above criteria are not listed in priority order.

- 10.4 In considering transfers/reassignment of more than one unit member, if the District determines that the above criteria are equal, District seniority shall be the determining factor.
- 10.5 In the event that a unit member receives a “needs improvement” or “unsatisfactory” evaluation, the District reserves the right to consider a District initiated reassignment or District initiated transfer as options for placing the unit member in an assignment which may better suit the skills and talents of that unit member.

DEFINITIONS

- 10.6 “Position” – A DISTRICT determined teaching assignment
- 10.7 “Vacancy”- A vacancy is any position that does not have a unit member assigned to it. This includes any vacated or newly created position, including position created by reconfiguration or restructuring and any instructional programs offered by the District
- 10.8 “Reassignment”- A change in grade or department assignment within a given school.
- 10.9 “Transfer”- The movement of a unit member from one school to another within the District.
- 10.10 “Retreat Rights” – The opportunity for a unit member assigned to a specialized instructional assignment (Literacy Coach, English Language Development Teacher, Teacher on Special Assignment, Site Instructional Coach, Community Day School Teacher) to voluntarily return to a previous regular class position at the end of a school year, or at dissolution of such specialized position.

POSTING OF JOB VACANCIES

- 10.11 The District shall post on the District’s website, District e-mail and on a bulletin Board at each school and the District Office, vacancies for bargaining unit positions.
- 10.12 Prior to making tentative assignments, the site principal will announce site vacancies and their requirements to the site staff. These vacancies shall be sent via e-mail and posted in the site office. Each vacancy announcement shall remain posted for a period of at least three (3) business days, during which time bargaining unit members may apply. Such posting(s) shall include pertinent information about the vacancy (including specific skills and other requirements) and the deadline for submitting requests for consideration. The district shall post all other vacancies for the following school year for all unit members until two weeks after the last day of school. The District may recruit outside of the District concurrently with this job posting.
- The filling of vacancies at all other times shall be the purview of the district.
 - No assignment to fill the vacancy shall be made until after the closing date of the posting.
 - Unit members may submit to the District Office a written request for each such vacancy.

REQUEST FOR TRANSFER

UNIT MEMBER INITIATED TRANSFER

10.9 A unit member may submit a request for transfer or request to exercise Retreat Rights for the upcoming academic year (July 1 – June 30) to the District office at any time, whether or not a vacancy exists. Such requests shall remain on file until September 1 of the upcoming school year and will be considered as vacancies occur. A unit member may also submit a request for transfer or Retreat Rights in response to the posting of a vacancy pursuant to the procedures of this Article. After receiving all unit member requests for transfer to a specific assignment, the unit member with the most District seniority (of those who have submitted a written request) shall receive the transfer.

10.10 Notification of Disposition of Transfer Requests

The District shall notify the unit member of the disposition of his/her request for transfer. Upon request of the unit member, within ten (10) business days the District shall provide in writing the reasons for not being selected for the vacancy.

DISTRICT INITIATED TRANSFER

10.11 The District may initiate a transfer when there are no unit members requesting the transfer. The District shall make such transfers with minimal disruption to the bargaining unit. Prior to making any district initiated transfer, the District shall consider but not be required to transfer, unit members with requests on file and those who have responded to a posted vacancy.

10.11.1 Prior to a district initiated transfer, the Superintendent will schedule a meeting to discuss the reasons for the transfer with the unit member. Upon request of the unit member, an ASSOCIATION representative may attend this meeting. If the meeting cannot be scheduled within ten (10) business days, the Superintendent will provide the unit member with a notice of the transfer. Upon request of the unit member, within ten (10) business days the reasons for the transfer shall be given in writing.

10.11.2 The unit member shall also be given the opportunity to be considered for other vacancies which are available at the time of the impending transfer.

10.11.3 If a District initiated transfer involving a change in grade level or subject matter is made after the beginning of school, a unit member, upon request, shall be allowed two (2) days of release time for preparation prior to the transfer. Such release time shall be scheduled with the current Principal approval.

- 10.11.4 In addition, a transfer initiated by the District to a grade or subject matter not taught within the past two (2) years shall entitle the unit member, upon request up to two (2) days of release time during the first year of the assignment for the purposes of visitations, professional growth, meetings with mentors, planning and development of curriculum materials. Such release time shall be scheduled with the current Principal approval.
- 10.11.5 A transfer initiated by the District involving a change in grade level or subject matter shall entitle the unit member to an additional classroom materials/resources budget of \$750.00.
- Expenditures shall be made with site Principal approval and consistent with District purchasing policies and procedures.
- 10.11.6 The District shall provide assistance in moving the unit member's materials.
- 10.11.7 A transfer of a unit member initiated by the District shall not result in a reduction of the teacher's regular salary or seniority of the unit member.

REASSIGNMENT PROCESS

- 10.12 Prior to making tentative assignments, the site principal will announce site vacancies and their requirements to the site staff. These vacancies shall be sent via e-mail and posted in the site office. Each vacancy announcement shall remain posted for a period of at least three (3) business days, during which time bargaining unit member may apply. Such posting(s) shall include pertinent information about the vacancy (including specific skills and other requirements) and the deadline for submitting requests for consideration.
- 10.12.1 Unit Member-Initiated Reassignment
- 10.12.2 Unit members who wish to be considered for reassignment or exercise Retreat Rights may file a written request with the principal at any time for the upcoming academic school year (July 1 – June 30). Such requests shall remain on file until September 1 of the upcoming academic school year. After receiving all unit member requests for a specific assignment, the unit member with the most District seniority (of those who have submitted written requests) shall receive the reassignment.
- 10.13 District-Initiated Reassignment
- 10.13.1 Prior to making any District initiated reassignment, the Principal will schedule a meeting with the unit member to discuss the reassignment. In the event that no unit members at a site request reassignment for a

specific vacancy, the vacancy shall be sent via email to all unit members and posted at all site offices for a period of at least three (3) business days, during which time, unit members may file a written request with the Superintendent requesting a transfer to fill the specific vacancy. (See Unit Member-Initiated Transfer language). The District may initiate a reassignment when there are no unit members requesting the reassignment. The District shall make such reassignments with minimal disruption to the bargaining unit.

- 10.13.2 The Principal shall give each teacher his/her tentative class assignment(s) for the upcoming school year by May 10th of the current academic school year. In the event of an occurrence after this date, such as death, resignation, change in enrollment, or other unforeseen circumstances, assignments may be changed by the Principal.
- 10.13.4 If a reassignment is made after the beginning of school, a unit member, upon request, shall be allowed two (2) days of release time for preparation prior to the reassignment. Such release time shall be scheduled with the Principal.
- 10.13.5 In addition, a unit member reassigned to a grade or subject matter not taught within the past two (2) years shall be allowed, upon request and with Principal approval, up to two (2) days of release time during the first year of the assignment for the purposes of visitations, professional growth, meetings with mentors, planning and/or development of curriculum materials.
- 10.13.6 A reassignment initiated by the District shall entitle the unit member to an additional classroom materials/resources budget of \$750.00. Expenditures shall be made with site Principal approval and consistent with District purchasing policies and procedures.
- 10.13.7 The District shall provide necessary assistance in moving the unit member's materials.

SELF-CONTAINED COMBINATION CLASSROOM ASSIGNMENT

- 10.14 Unit member assignment to a regular self-contained combination classroom will be for one year only unless the unit member wishes to continue with a self-contained combination class. Self-contained combination classroom assignments will be rotated among unit members at the affected grade levels on that school site. Rotation will be based on the least recent self-contained combination classroom experience and then the use of reassignment considerations cited in Section 10.1.3 above. The District will provide one (1) hour of District funded aide time for each self-contained combination class above that provided single grade classrooms at the site.

- 10.14.1 Transitional Kindergarten will not be considered for a combination classroom assignment.
- 10.14.2 Unit members assigned to a self-contained combination class will receive the following benefits beginning with the 2006-07 school year.
- 10.14.3 Three release days during the school year. Particular days must be on campus and approved by the building principal.
- 10.14.4 The District will make every effort when establishing classes to fill the self-contained combination class first.
- 10.14.5 If requested by the unit member, for the following year's assignment, the unit member assigned a self-contained combination classroom will be returned to the previous single grade level assignment taught. If, however, pupil numbers or extenuating circumstances render this impossible, the Reassignment language above will be applied to the situation.

ARTICLE XI

SAFETY CONDITIONS OF EMPLOYMENT

- 11.1 The Board shall maintain facilities utilized by unit members in such a manner that they are not hazardous or unsafe. Unit members shall not be required to work under unsafe, hazardous, or unsanitary conditions.
- 11.2 Any condition deemed to be unsafe by a unit member shall be reported in writing to his or her immediate supervisor. Any action or response shall be provided by the supervisor in writing. A copy shall be submitted to the Superintendent.
- 11.3 If a delay of corrective action would result in the health or safety of unit members and/or students being jeopardized, the Administration shall take all necessary steps to remove unit members and/or students from endangerment immediately.
- 11.4 If the unit member is not satisfied with the action or response, he or she may file a grievance. Once a condition has been reported by the unit member, in writing, the condition becomes the responsibility of the immediate supervisor.
- 11.5 In the event that the DISTRICT receives any information from recognized public entity(ies)/agency(ies), that a student, his or her parents or guardian have a known, established history of dangerous, violent and/or disturbed behavior, the building administrator will forward such information to the unit member(s) of that student within 24 hours when school is in session. The unit member and principal/site administrator shall discuss student needs and plan accordingly.

- 11.6 Conditions may arise which are not covered by the safety plan. The unit member shall consult the local administrator for direction in such situations. In the absence of administrative direction, the unit member shall take reasonable and prudent action.

ARTICLE XII

CLASS SIZE

Maximum class sizes shall be:

- 12.1 30 students in an elementary classroom other than in grades TK-3, where the District is required by the State to make progress toward a ratio of 24:1. It is understood that this suggested class size maximum shall be in place only as long as the State continues to fund class size reduction. If the state discontinues class size reduction funding, the parties shall meet and confer regarding alternative class sizes. Whenever a situation exists that make it impractical or financially undesirable to relieve a class size which exceeds the suggested maximum, the DISTRICT will consider various options including possible employment of an Instructional Assistant on a temporary basis except in such instances as are not educationally sound, financially sound, and/or in the best interests of the DISTRICT, taking into consideration the student, unit member and DISTRICT needs.
- 30 students in 4-8 regular education classroom
 - 12 students in a Special Day class (SDC)
- 12.2 Whenever a situation exists that makes it impractical or financially undesirable to relieve oversized classes, the Board commits itself to search for a means of alleviating the situation including the possible employment of Instructional Assistants on a temporary basis. Copies of the monthly enrollment summary shall be sent to the ASSOCIATION President.
- 12.3 The principal shall meet with the unit member to discuss possible assistance. A form entitled "Verification of Conference Regarding Class Size" shall be completed and sent to the superintendent upon conclusion of the conference. (See Appendix F)
- 12.4 In the event a unit member accepts three (3) or more additional students due to the lack of an adequate number of certificated staff, on any given day, that unit member shall be paid: (a) fifty-five dollars (\$55.00) for up to four (4) hours with additional students; or (b) one hundred ten dollars (\$110.00) for any time beyond the four (4) hours. If the DISTRICT's daily sub rate is changed to an amount higher, we will increase the amount to match.

ARTICLE XIII

EVALUATION

DISTRICT GUIDELINES FOR UNIT MEMBER EVALUATION

Purpose

13.1 Evaluation for all unit members will be implemented in accordance with the following guidelines:

The purpose is for improvement of the competence of the unit member and thereby the improvement of quality of education of the DISTRICT'S students.

Evaluation shall apply to all unit members.

Each unit member evaluated shall participate in the setting of standards.

Evaluation and assessment of the competence of unit members shall be based upon the California Standards for the Teaching Profession (Herein after referred to as CSTP). Data to facilitate such unit member evaluations shall be secured through products, judgments, observations, responsibilities carried, anecdotal records, and monitoring student progress. The systematic and effective collection of these data in relation to the CSTP will provide the basis for evaluation and assessment.

Philosophy

13.2 The Board members, administrators, and unit members of the DISTRICT are committed to the continuation of the DISTRICT'S strong education program. Effective evaluation that focuses on the improvement of instruction is a key component of this educational program.

13.3 The evaluation process must be continuous and constructive and take place in an atmosphere of mutual trust and respect. The process is a cooperative effort on the part of the evaluator and unit member. It is designed to encourage productive dialogue among unit members, between unit members and supervisors, and to promote professional growth and development. This process will be effective because administrators take seriously their role as instructional leaders and are dedicated to the growth of unit members.

EVALUATION SCHEDULE

13.4 Each probationary unit member shall be evaluated by the administration each year using the CSTP (Appendix K). Unit members with less than ten (10) years of service to the District will be evaluated every other year. The exception to the above is outlined in Article XIII – Improvement Plan, item 13.24. Permanent, tenured unit members with ten (10) or more years of service to the District shall be evaluated on a 4-year rotation schedule. The schedule listed below will be followed unless more frequent evaluation is deemed necessary by evaluator or employee for improvement of competency and/or performance.

- 13.5 1st Year (Formal Evaluation) – Evaluation shall be based upon the California Standards for the Teaching Profession (Appendix K).
- 13.6 2nd Year- Unit members are not evaluated this year.
- 13.7 3rd Year- Professional Growth Year
- 13.8 4th Year- Unit members are not evaluated this year if they have completed ten (10) years or more of service in the District provided that the three most recent evaluations were “meets or exceeds standards.”
- 13.9 Designation of Evaluator – The site principal is the evaluator for the unit member. The vice-principal may be designated as the evaluator provided it is mutually agreed upon by the principal and the unit member.
- 13.10 The evaluator for other non-teaching unit members will be designated by the superintendent through written notification by the beginning of the school year.
- 13.11 Unit members serving at more than one school site will have their evaluators assigned by the superintendent, and written notification will be made to such unit members by the beginning of the school year.
- 13.12 In the event an evaluator is unable to fulfill his or her evaluative responsibilities due to illness, accident, etc., the superintendent will appoint a person to fulfill said responsibilities.
- 13.13 Unit members will not be requested to participate in the evaluation of other unit members
- 13.14 Professional Growth Year – For the Professional Growth Year, two (2) goals will be written by the unit member and discussed with the evaluator.

PROFESSIONAL GOALS

13.15 The writing of goals is an integral part of teaching. Goals should be viewed as part of the annual planning process by the unit member. Goals should be written with the current assignment/class in mind in such a manner as to enhance the instructional program, desired areas of student progress, or improved instruction in the classroom.

13.15.1 Possible areas of focus include, but are not limited to:

- School Plan
- State Frameworks
- Self-study
- Teaching strategies
- Organizational/administrative skills/processes
- Learner outcomes/progress

- Program development
 - Visitations
 - Teacher as researcher
 - Peer Coaching with another unit member
 - Professional portfolio
 - Analysis of student work over time
 - Video training
 - Or other agreed-upon areas
- 13.15.2 In preparation for the Professional Growth year the unit member will receive a Professional Goals Form (Appendix G).
- 13.15.3 The professional goals review conference with the evaluator will be held by the tenth (10th) week of instruction. This is a collaborative conference which will involve discussion of professional goals.
- 13.15.4 Once the professional goals have been discussed, the unit member will provide the evaluator with a completed copy of the Professional Goals Form (Appendix G) within five (5) school days.
- 13.15.5 If a change of assignment requires modification of the original goals, the evaluator and the unit member will meet and discuss new goals at a mutually agreed upon time.
- 13.15.6 By the end of the school year the unit member will choose one of the following:
- Meet with the evaluator to reflect on goals
 - Submit a written “narrative” to site evaluator
 - Share learning(s) from goals during collaboration time

TIME LINE FOR PROFESSIONAL GROWTH YEAR

- 13.16 By the third (3rd) week of instruction- Notification of Professional Growth Year
- 13.17 By the tenth (10th) week of instruction – Professional Goals Review conference.
- 13.18 Within five (5) days following professional goals conference written goals will be reviewed and copied by the evaluator and returned to the unit member.
- 13.19 By the end of the school year the unit member will have done one of the following:
- Meet with evaluator to reflect on goals
 - Submit a written “narrative” to the evaluator
 - Share learning(s) from goals during collaboration time

FORMAL EVALUATION YEAR(S)

- 13.20 The formal evaluation year of the evaluation cycle will utilize the CSTP (Rubric for Professional Growth and Evaluation) Appendix K.
- 13.20.1 In preparation for the Formal evaluation process, the unit member will receive the Standards Selection Form (Appendix G[a]) from the evaluator.
 - 13.20.2 For formal evaluations, the unit member will identify as a focus one of the standards, the evaluator will identify a second standard, and a third standard will be mutually identified and agreed upon.
 - 13.20.3 The initial standard setting conference with the evaluator will be held by the tenth (10th) week of instruction. This conference will involve a collaborative discussion of potential standards, measurement/assessment techniques, and support requirements.
 - 13.20.4 If agreement cannot be achieved, recommendations from a third party will be solicited.
 - 13.20.5 If a third party is needed, the evaluator and unit member will first attempt to select the third party by mutual agreement. If mutual agreement on the person is not reached, the superintendent will name the third party. The third party named by the superintendent will not be a district employee.
 - 13.20.6 If the third party cannot bring about agreement between the two parties, the superintendent will then make a decision. The superintendent's decision may be appealed to the Board.
 - 13.20.7 Once agreement has been reached on standards the unit member will provide the evaluator with a copy of the Formal Evaluation Standards Selection Form (Appendix G[a]) within five (5) school days.
 - 13.20.8 If a change of assignment requires modification of the original standards the evaluator and the unit member will meet and set new standards at a mutually agreed upon time.
- 13.21 Observations – Formal classroom observations are an integral part of the evaluation process. Each probationary or temporary unit member being evaluated will be observed a minimum of two (2) times for twenty (20) minutes or more at mutually agreed upon dates and times. Each permanent unit member being evaluated will be observed a minimum of one (1) time for twenty (20) minutes or more at a mutually agreed upon date and time. All formal observations will have a required pre and post-conference. (see Appendix H).
- 13.21.1 A pre-observation conference will be used to establish the focus and content of the lesson and to provide the opportunity to select specific

areas to be observed or discussed at the post-conference. This conference will be held the school day prior to the scheduled observation or an alternative date mutually agreed upon.

13.21.2 The post-observation conference purpose is to discuss and assess the lesson collaboratively; to focus on the specific areas determined in the pre-observation conference; and to establish possible future areas of focus. This conference will be held the day of the observation or the following school day, unless an alternate date is mutually agreed upon. If the unit member feels the observation does not reflect a fair assessment of his or her teaching, the unit member may request an additional observation.

13.21.3 The evaluator will provide a written summary of the lesson within five (5) school days following the post-observation conference (Appendix H). The unit member will have an opportunity to respond in writing. Within five (5) school days of having received the summary, the unit member will sign and return it to the evaluator. The unit member will receive a signed copy and the evaluator will keep the original.

13.22 Summative Evaluation Report - Appendix I - This report will be completed and signed at the scheduled summative evaluation conference by May 1 for permanent unit members and by March 1 for probationary or temporary unit members. At the conference, the evaluator and unit member will review together the Formal Evaluation Standards Selection Form (Appendix G[a]). The evaluator and unit member will then review and sign the Summative Evaluation Report Appendix I.

13.22.1 The Summative Evaluation Report will include ratings in the six Standards of the CSTP (refer to Appendix K):

- Engaging and Supporting All Students in Learning
- Creating and Maintaining an Effective Environment for Learning
- Understanding and Organizing Subject Matter Knowledge
- Planning, Designing, and Delivering Learning Experiences for All Students
- Assessing Student Learning
- Developing as a Professional Educator

13.22.2 This will be followed by a narrative statement written by the evaluator, a recommendation relating to employment, and comments from the unit member.

13.22.3 For definitions and descriptions of the overall ratings (Exceeds Standards, Meets Standards, Needs Improvement, and/or Unsatisfactory) refer to Appendix K.

- 13.22.4 If a unit member receives an “Unsatisfactory” on Appendix I he or she shall be referred to the Peer Assistance and Review Program (PAR) (Article XV).
- 13.22.5 Each evaluation rating of “Needs Improvement” or “Unsatisfactory” requires the development of an Improvement Plan (Appendix J).
- 13.23 If there is not AGREEMENT on aspects of the summative evaluation, the unit member may append a statement to the Summative Evaluation Form within ten (10) working days indicating the unit member’s response to the evaluation. The unit member’s statement will become a permanent part of the personnel file.
- 13.24 Improvement Plan – In the event the unit member receives a “Needs Improvement” or “Unsatisfactory” rating on the Summative Evaluation Form, the following will take place;
- 13.24.1 The evaluator will meet with the unit member and discuss the apparent problem(s) and formulate an improvement plan. The improvement plan will include a description of the area(s) of performance considered unsatisfactory or in need of improvement, recommended means of improvement, suggested sources of assistance, and a timeline (Appendix J).
- 13.24.2 The unit member who has received an unsatisfactory rating shall be directed by the DISTRICT to participate in the PAR program, designed to improve appropriate areas of his or her performance.
- 13.24.3 The DISTRICT reserves the right to consider a DISTRICT initiated reassignment or DISTRICT initiated transfer as options for placing the unit member in an assignment which may better suit the skills and talents of that unit member.
- 13.24.4 When a permanent unit member has received a “Needs Improvement” or “Unsatisfactory” rating on the Summative Evaluation Form, the unit member will be evaluated annually until he or she receives a rating of “Meets or Exceeds Standards” in all specified areas or until he or she is no longer employed by the DISTRICT.
- 13.24.5 All written communication will provide space for the unit member’s signature and comments. The unit member will have the right to initiate a written response to the evaluation. This written response will become a permanent attachment to the unit member’s personnel file.
- 13.24.6 Continued unsatisfactory performance could result in dismissal in accordance with legal procedures as outlined in the California Education Code. (See Education Code sections 44930 through 44959 for time limitations and specific information regarding dismissal.)

- 13.25 Distribution of Forms – The unit member will retain copies of all evaluation forms as the unit member considers professionally necessary.
- 13.26 The evaluator will retain copies of the Formal Evaluation Standards Selection Form, Classroom Observation form, Summative Evaluation forms, and any forms included in the Improvement Plan.
- Appendix G (a)
 - Appendix H
 - Appendix J
- 13.27 The Summative Evaluation Form (Appendix I) and any related Improvement Plan (Appendix J) will be forwarded to the DISTRICT Office. This copy will be filed in the unit member’s personnel folder.
- 13.28 When a unit member is not recommended for reemployment, all records will be forwarded to the DISTRICT Office.

TIME LINE FOR FORMAL EVALUATION

- 13.29 By the third (3rd) week of instruction- Notification of evaluation
- 13.30 By the tenth (10th) week of instruction – Initial standard identification setting conference.
- 13.31 Within five (5) days following agreement on standards, Appendix G(a) to the evaluator
- 13.32 By March 1 – Summative evaluation conference for probationary or temporary unit member
- 13.33 By May 1– Summative evaluation conference for permanent unit member

DEFINITIONS OF EVALUATIVE TERMS

- 13.34 Adjunct Duties – Duties performed in addition to those of the normal working day. Examples of adjunct duties are attendance at Back-to-School Night, Open House, parent conferences, graduation, and school programs.
- 13.35 Area of Study – A specific branch of learning as designated by the state or DISTRICT Board
- 13.36 Assessment – The determination of the quality of performance as related to established standards and the attainment of objectives.
- 13.37 California Standards for the Teaching Profession (CSTP) – Standards for teachers as established by the California Department of Education.

- 13.38 Competence – Capability in performing the duties of the assigned job as determined by assessment according to established standards.
- 13.39 Conference – A meeting of evaluator and unit member for consultation and discussion
- 13.40 Constraint – Any factor that might hinder the achievement of objectives
- 13.41 Control – Direction, regulation and coordination of educational activities in order to meet established standards and objectives. Proper control exists when the concerned individuals are obviously engaged in activities as regulated by the responsible personnel and when their behavior is appropriate to the circumstances and activities, allowing for unavoidable constraints.
- 13.42 Evaluation – The process of making considered judgments concerning the professional accomplishments and competencies of a unit member based on a broad knowledge of the areas of performance involved, the characteristics of the assignment, and the specific standards of performance and objectives established during the initial conference. Evaluation is a continuous, year-round process.
- 13.43 Evaluator – One who evaluates
- 13.44 Goal – A statement of direction or purpose, which is general and timeless, based upon an adopted philosophy
- 13.45 Learning Environment – A composite of all the conditions, circumstances and influences surrounding and affecting the development of an individual or groups of individuals in an instructional situation. Learning environment is suitable if it promotes successful achievement of established standards and objectives, allowing for unavoidable constraints.
- 13.46 Philosophy – A statement of the principles governing the functions of the educational system
- 13.47 Program Goal – A mutually established level of achievement made up of independent parts in a definite pattern of organization toward which effort is directed. If attained, advancement is made toward a corresponding DISTRICT goal.
- 13.48 Standard – That which is set up and established by authority or mutual acceptance as a basis for evaluation and assessment.
- 13.49 Summative Evaluation Conference – A formal meeting scheduled for the unit member and the evaluator for the purpose of evaluating progress toward achievement of standards and establishing the evaluator's recommendations.

ALTERNATIVE CLASS TEACHER JOB DESCRIPTION

Description of Position - Provides education programs for fourth through sixth and seventh and eighth grade students at an elementary school site and Vista Middle School.

Position Qualifications - Credential: Valid California teaching credential for the appropriate level.

Personal Qualities - Appearance, grooming and dress functional and appropriate for working actively with children as well as setting a good example for students; three (3) or more years of elementary teaching experience is desirable.

Description of Duties

- Teaches assigned areas of learning utilizing adopted courses of study and appropriate learning activities.
- Establishes, in cooperation with the prime evaluator, standards of expected progress for individual students in designated areas of study, and techniques for assessment of that progress.
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere; models a pleasant and positive attitude in order to foster student feelings of pride and self-worth.
- Maintains effective physical environment for student learning.
- Develops lesson plans and instructional materials, and provides individualized and/or group instruction in order to meet students' needs.
- Evaluates students' growth, maintains appropriate records and prepares progress reports. Communicates results to the parents in accordance with district policy.
- Enlists the aid of other professional staff members in assessing and helping to solve specific student problems.
- Plans and coordinates the work of his or her instructional assistants, aides and other paraprofessionals.
- Administers simple first aid and takes other appropriate measures when an accident or illness is more serious.
- Selects and requisitions books, instructional aids and supplies. Keeps inventory and attendance records.
- Supervises students in out-of-classroom activities during the assigned working day.
- Attends building and district meetings as required.
- Maintains professional competence through participation in in-service educational activities provided as well as other professional growth activities.
- Establishes and maintains good professional relationships with parents, community and other staff members.
- Reports all factors that prevent full exercise of duties and responsibilities.
- Performs other duties normally required by unit members as adjunct to the regular teaching assignment.

COUNSELOR- JOB DESCRIPTION

Description of the position: - Assists students to understand and develop their full potential and meet the demands of school expectations through a variety of counseling services, including acting as a liaison between students, parents, staff and community agencies. Assists students with career development and provide information regarding post-secondary options. Assist in the establishment and maintenance of good community-school public relations. Provide counseling sessions to individuals and groups in crisis situations, such as prevention and behavior intervention.

Position Qualifications –

- Pupil Personnel Services Credential
- Requires a valid California credential authorizing counseling services.
- Experience working with elementary, junior high school or high school age students.

Supervision by: Site Principal for supervision and evaluation

Knowledge, Skills, and Abilities: -

- Knowledge of intellectual, emotional, social, and physical development of adolescents.
- Knowledge of and ability to apply interpersonal communication techniques.
- Current trends in educational and crisis counseling.
- Organization and administration of other cooperating agencies.
- State and local laws relating to confidential information.
- Exercise professional judgment in making decisions.
- Communicate appropriately and effectively with students, parents, administrators, other school personnel, etc.
- Demonstrate a genuine interest in the student population and their educational needs.
- Shows initiative.
- Ability to understand and accept individual differences in children and parents.
- Ability to effectively communicate and maintain cooperative relationships with those contacted in the course of work.
- Use a computer and various software applications.

Duties and Responsibilities:

- Works with staff to develop a school climate program to include student recognition, encouragement and positive behaviors.

- Provides support to teachers regarding classroom management and student behavior, communications, and interpersonal skills.
- Monitor the academic progress of students and make appropriate interventions to improve student achievement and attendance. Provide support for Academic Success of Students.
- Attend staff meetings, parent teacher conferences, Student Study Teams, 504, SST, Individualized Education Plan meetings as required.
- Analyze and interpret a variety of data in order to assist in the development of an appropriate educational program and placement for students.
- Review and maintain pertinent pupil data (cumulative records, progress reports, report cards, and achievement tests).
- Consult with representatives of public and private agencies in providing information regarding students and pre-screen pupils for possible referral to other supportive services or agencies within the community.
- Consult with school and community professionals to coordinate counselling services and make appropriate referrals.
- Provide intervention counseling to students individually or in small groups, regarding specific issues such as divorce, grief, bullying, suicide prevention, anger control, substance abuse, diversity and friendship.
- Interpret the school program to parents to help them better understand their student's abilities and needs relating to career choice, requirements for advanced education, and potential career opportunities.
- Maintain high campus visibility through staff and student contacts.
- Monitor Individual Behavior plans
- Provide direct instruction to students regarding successful completion of elementary and middle school education requirements and other appropriate information to support each student's academic achievement.
- Facilitate student/teacher/counselor/parent conferences regarding student's educational progress and future educational and vocational goals.

Typical Duties:

- Counsels students experiencing crisis.
- Counsel students regarding alternative education programs and provide necessary student information.
- Assist in identifying special needs students (GATE, English Learners, Special Education, etc.) and in making referrals to special programs as necessary.
- Assist students in planning realistic educational goals and understanding their aptitude and ability.
- Counsel students to help them overcome potentially disabling educational, personal, behavioral and social problems.
- Consult with parents regarding educational, social and vocational needs of their students.

- Provide information regarding graduation requirements, academic distinction, college entrance requirements, financial aid, and help students develop an appropriate program of studies.
- Works in coordination with Principal and staff to schedule students into grade level classes for the school year (August and June).
- Distribute relevant guidance information to students and staff.
- Consult and confer with parents, staff members, and students to facilitate student articulation between schools and grade levels.
- Participate in the District's school crisis intervention team.
- Assist students in the understanding and acceptance of cultural diversity.
- May present in classroom, workshop or other training environment to demonstrate decision making problem solving, conflict resolution, social and coping skills.

Physical Requirements

- Dexterity of hands and fingers to operate a computer, a phone, and other office equipment.
- Sitting or standing for extended periods of time and walking to various locations at the assigned school sites.
- Kneeling and bending, and reaching horizontally and overhead to retrieve and maintain files and to store supplies and records.
- Lifting and carrying objects weighing up to 30 pounds.
- Sufficient hearing to hear and understand speech at normal classroom levels, outdoors, and on the telephone.
- Ability to speak in a voice that can be clearly heard and understood at normal classroom levels, outdoors, and on the telephone.
- Sufficient vision to read small print.
- May be required to assist students experiencing physical difficulties.

Revised 4/5/16

CLASSROOM AND INDEPENDENT STUDY TEACHER JOB DESCRIPTION

Description of Position - Provides an educational program for elementary students and performs other school and job related duties.

Position Qualifications - Credential: Valid California teaching credential for the appropriate level.

Personal Qualities - Appearance, grooming, and dress functional and appropriate for working actively with children as well as setting a good example for students; ability to work effectively and cooperatively with students and adults.

Description of Duties

- Teaches assigned areas of learning utilizing adopted courses of study and appropriate learning activities.
- Establishes, in cooperation with the evaluator, standards of expected progress for individual students in designated areas of study, and techniques for assessment of that progress.
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere; models a pleasant and positive attitude in order to foster student feelings of pride and self-worth.
- Maintains effective physical environment for student learning.
- Develops lesson plans and instruction materials, and provides individualized and/or group instruction in order to meet student needs.
- Evaluates students' growth, maintains appropriate records and prepares progress reports. Communicates results to the parents in accordance with district policy.
- Enlists the aid of other professional staff members in assessing and helping to solve specific student problems.
- Plans and coordinates the work of the instructional assistants, and other paraprofessionals as needed.
- Administers simple first aid and takes other appropriate measures when the accident or illness is more serious.
- Selects and requisitions books, instructional aids and supplies. Keeps inventory and attendance records.
- Supervises students in out-of-classroom activities during the assigned working day.
- Attends site and district meetings as required.
- Maintains professional competence through participation in in-service educational activities provided as well as other professional growth activities.
- Establishes and maintains good professional relationships with parents, community and other staff members.
- Reports any factors that prevent full exercise of duties and responsibilities.
- Performs other duties normally required by unit members as adjunct to the regular teaching assignment.

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CLASSROOM AND INDEPENDENT STUDY TEACHER JOB DESCRIPTION

PAGE 2

Hours of Independent Study Teacher - The thirty-seven and a half (37.5) duty hours per week as set forth in the Collective Bargaining AGREEMENT is waived and may be worked at varying times due to special accommodations for family home visitations and multi-site meetings. Additionally, due to the unique nature of this position, the unit member will extend the school year three (3) days prior to and three (3) days beyond the District calendar, exchanging those six (6) days for six (6) days during the school year, for a total of 184 contract days.

COMMUNITY DAY SCHOOL TEACHER JOB DESCRIPTION

Description of Position - Provides education programs for fourth through eighth grade students who have been expelled from the regular school program.

Position Qualifications - Credential: Valid California teaching credential for the appropriate level.

Personal Qualities - Appearance, grooming and dress functional and appropriate for working actively with children as well as setting a good example for students; three (3) or more years of elementary teaching experience is desirable.

Description of Duties

- Teaches assigned areas of learning utilizing adopted courses of study and appropriate learning activities.
- Establishes, in cooperation with the prime evaluator, standards of expected progress for individual students in designated areas of study, and techniques for assessment of that progress.
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere. A pleasant and positive attitude shall be maintained in order to foster student feelings of pride and self-worth.
- Maintains effective physical environment for student learning.
- Develops lesson plans and instructional materials, and provides individualized and/or group instruction in order to meet student needs.
- Evaluates students' growth, maintains appropriate records and prepares progress reports. Communicates results to the parents in accordance with DISTRICT policy.
- Enlists the aid of other professional staff members in assessing and helping to solve specific student problems.
- Plans and coordinates the work of his or her instructional assistants, aides and other paraprofessionals.
- Administers simple first-aid and takes other appropriate measures when an accident or illness is more serious.
- Selects and requisitions books, instructional aids and supplies. Keeps inventory and attendance records.
- Supervises students in out-of-classroom activities during the assigned working day.
- Attends building and District meetings as required.
- Maintains professional competence through participation in in-service educational activities provided as well as other professional growth activities.
- Establishes and maintains good professional relationships with parents, community and other staff members.
- Reports any factor that prevent full exercise of duties and responsibilities.
- Performs other duties normally required by unit members as adjunct to the regular teaching assignment.

DISTRICT NURSE JOB DESCRIPTION

Brief Description: Under minimal supervision from the Superintendent or designee address the health care needs of students as they relate to education and performs required State testing and reporting; and advances the well-being, academic success, and life-long achievement of students. The District nurse facilitates positive student responses to normal development; promotes health and safety; intervenes with actual and potential health problems provide case managements service; and activity collaborates with others to build student and family capacity for adaption, self-management, self-advocacy, and learning. This is a licensed, skilled and technical position.

The scope of practice of the District nurse is dynamic. Student health services are evolving as school systems develop coordinated school health programs to address the diverse and complex health problems of today's students.

The District Nurse uses the nursing proves, clinical expertise and professional judgment to design and implement health services programs that ensure that all student will receive the optimum benefit from their educational experience. This is accomplished by working collaboratively with students, families, teachers, other members of the multidisciplinary team, and utilizing resources within the community, to meet the physical, mental, emotional and social health needs of the students

Qualifications:

- Possess or be in the process of obtaining a clear California School Health Services credential.
- Possess a valid California Class C driver's license.
- Qualified to practice as a Registered Nurse in the State of California.
- Certified in cardiopulmonary resuscitation (CPR) or BLS. (or obtain in the first 6 months)
- Minimum of one (1) year experience in public health nursing, community health nursing, school health nursing or pediatric nursing

Supervision by: Director of Special Education and/or Superintendent

Knowledge, Skills and Abilities

- Principles and practices underlying professional nursing.
- Principles and practices underlying the special field of school health.
- Current trends in nursing and of literature in the fields of school health.
- Organization and administration of other cooperating agencies.
- State and local laws relating to health and social issues.
- Exercise professional judgment in making decisions.
- Communicate appropriately and effectively with students, parents, administrators, other school personnel, etc.
- Demonstrate a genuine interest in the student population and its health needs.
- Show initiative
- Use a computer and various software applications

Essential Functions:

- Assumes responsibility for appropriate assessment, planning, intervention, and evaluation, management, and referral activities for students in the school district.
- Responsible for direct and indirect care given to students in compliance with school district policies, professional standards of practice, physician's orders, and the Individual Health Plan.
- Performing federal and state mandated tasks including but not limited to emergency care; child abuse reporting; communicable disease control, prevention, and follow up: audiometric, scoliosis and vision screening.
- Provides for the promotion and maintenance of health as well as the prevention of illness and injuries. This facilitates the removal of health-related barriers to learning and promoting an optimal level of wellness for students and staff.
- Assessing and evaluating student health and developmental status.
- Maintains, evaluates and interprets cumulative health data to accommodate individual needs of students
- Maintaining, protecting and managing confidential electronic and written student health records.
- Provides consultation in the formation of health policies, goals and objectives for the school
- Develops and implements a student health plan: Interprets the health status of students to parents and school personnel; Initiates referral to parents, school personnel or community health resources for intervention, remediation and follow through.
- Provides ongoing health counseling with students, parents, school personnel or health agencies; and utilizes existing health resources to provide appropriate care of students.
- Providing school nursing case management services for students.
- Develops procedures and provides for emergency nursing management for injuries/illnesses
- Evaluating the appropriate level of care for students with specialized health care needs and training, monitoring and supervising licensed and unlicensed staff.
- Plans and implements school health management protocols.
- Promotes and protects the optimal health status of school-age children; provides health assessments and obtains students' health histories.
- Requires student contact at school sites.
- Exposure to an array of childhood ailments, diseases, and bodily fluids.

Representative Duties

- Functions in accordance with the Code of Ethics for Registered Nurses, and the school district's policies and procedures.
- Assists in coordinating school and community health activities and serves as a liaison health professional between the home, school and community.
- Communicating with students, families, caregivers, and health care providers.
- Screens and evaluates findings of deficit in vision, hearing, scoliosis, growth, etc.
- Acts as a resource person in promoting health careers.

- Serving as a health consultant and providing in-service programs to staff on a variety of health topics
- May help develop curriculum and assist in delivery of comprehensive health education to students;
- May participate in home visits to assess the family needs as related to the child's health.
- Interpreting assessments and medical information to school staff working with the students;
- Promotes and assists in the control of communicable diseases.
- Provides health education and counseling to assist students and families in making decisions on health and lifestyles that affect health;
- Participates in health education directly and indirectly for the improvement of health by teaching persons to become more assertive health consumers and to assume greater responsibility for their own health;
- May assist counseling personnel with students concerning problems such as pregnancy, sexually transmitted diseases and substance abuse in order to facilitate responsible decision making practices.
- Serves as a resource person to the school staff members in health instruction.
- Where applicable, participates in the IEP plan development.
- Administering and training and supervising school staff in assisting students with routine and emergency medications.
-

Environment:

- Office environment: subject to constant interruptions.
- Requires student contact at school sites
- Exposure to an array of childhood ailments, diseases and bodily fluids

Physical Requirements:

- Dexterity of hands and fingers to operate medical equipment, a computer, and office equipment,
- Sitting or standing for extended periods of time,
- Walking to various sites at the assigned school,
- Kneeling and bending
- Reaching horizontally and overhead to retrieve and maintain files and to store supplies and records
- Lifting and carrying objects weighing up to 30 pounds and
- Hearing and speaking to exchange information with person and on the phone
- May be required to assist students experiencing physical difficulties

The role of the Credentialed School Nurse is defined in Education Code Section 49426. It reads, in part: "School nurses strengthen and facilitate the educational process by improving and protecting the health status of children and by identification and assistance in the removal or modification of health-related barriers to learning in individual children. The major focus of school health services is the prevention of illness and disability, and the early detection and correction of health problems.

Updated: 4/5/16

ENGLISH LANGUAGE DEVELOPMENT (ELD) TEACHER JOB **DESCRIPTION**

Description of Position – The ELD teacher is responsible for developing, providing, coordinating, supervising, and monitoring English Language Development instruction for students pursuant to their language development needs. Directly responsible to site principal or designee.

Secondary Function – Consulting with and providing in-service to the teaching staff and parents so as to assist them in understanding the nature of English Language Development and language acquisition.

Position Qualifications – Credential: Valid California teaching credential for the appropriate level.

Personal Qualities – Appearance, grooming, and dress functional and appropriate for working actively with children as well as setting a good example for students; ability to work effectively and cooperatively with students and adults.

Description of Duties

- Collaborating with ELL Site coordinator
- Identifying specific language goals, and communicating those goals to the classroom teacher and parents.
- Assisting in the development of Individualized Learning Plans (ILPs) for each English Language Learner.
- Administering, understanding, and interpreting appropriate assessment tools.
- Selecting and modifying of appropriate instructional methods and materials.
- Providing direct instructional service to students in small groups.
- Coordinating the ELD services provided to students with that of the regular classroom teacher.
- Facilitating and modeling the implementation of best practices/research-based practices designed to meet clearly identified student needs.
- Collaborating with teachers in all subject areas on instructional strategies and resources that support English Language Learners.
- Consulting and providing assistance in the utilization and evaluation of data for the modification of instruction and curriculum.
- Providing parents with basic understanding of methods and techniques utilized to promote language acquisition.
- Assisting in planning of in-service workshops for staff and/or parents.
- Directing and monitoring the activities of the EL District Instructional Paraprofessional and other Instructional Paraprofessionals.
- Establishing and maintaining professional relationships with other staff members and the community.
- Performing other duties normally required by unit members as adjunct to the regular teaching assignment.

INSTRUMENTAL MUSIC TEACHER JOB DESCRIPTION – GRADES 4-6

Description of Position - Provides an instrumental music program for students in grades 4-6 and provides activities designed to stimulate interest in instrumental music.

Position Qualifications - Credential: Valid California teaching credential for the appropriate level.

Personal Qualities - Ability to motivate musical interest in large and small groups of students. By example, encourages a positive attitude in students; appearance, grooming and dress functional and appropriate for working actively with children as well as setting a good example for students.

Description of Duties

- In consultation with the assistant superintendent and the principals of the appropriate schools, establishes a schedule of instrumental activities for students involved in the music program.
- Recruits elementary students to receive instruction in playing standard band and orchestra instruments.
- Organizes and teaches beginning, intermediate, and advanced classes in instrumental music.
- Develops performing instrumental music ensembles at each school to which assigned.
- Selects music to conform to the ability of the students.
- Organizes and presents instrumental music programs and classroom demonstrations.
- Maintains and makes minor repairs and adjustments to musical instruments, including tuning, string replacement, trimming and adjusting reeds, oiling valves and slides, etc.
- Keeps parents informed of pupil progress.
- Arranges the physical environment in which lessons and rehearsals are to be conducted.
- Maintains an inventory of, and is responsible for, district instruments assigned to his or her custody. Arranges for repair of such instruments as needed.
- Assists the Vista Middle School principal in the identification of prospective seventh grade instrumental students.
- Provides student demonstrations of musical instruments and other related activities to classes when possible.
- Performs other duties normally required by unit members as adjunct to the regular teaching assignment.

INSTRUMENTAL MUSIC TEACHER JOB DESCRIPTION – GRADES 7-8

Description of Position - Provides an instrumental music program for students in grades 7-8 and provides activities designed to stimulate interest in instrumental music.

Position Qualifications - Credential: Valid California teaching credential for the appropriate level.

Personal Qualities - Ability to motivate musical interest in large and small groups of students. By example, encourages a positive attitude in students; appearance, grooming and dress functional and appropriate for working actively with children as well as setting a good example for students in the music program.

Description of Duties

- In consultation with the assistant superintendent and the principals of the appropriate schools, establishes a schedule of instrumental activities for students involved.
- Recruits elementary students to receive instruction in playing standard band and orchestra instruments.
- Organizes and teaches beginning, intermediate, and advanced classes in instrumental music.
- Develops performing instrumental music ensembles.
- Selects music to conform to the ability of the students.
- Organizes and presents instrumental music programs and classroom demonstrations.
- Maintains and makes minor repairs and adjustments to musical instruments, including tuning, string replacement, trimming and adjusting reeds, oiling valves and slides, etc.
- Keeps parents informed of pupil progress.
- Arranges the physical environment in which lessons and rehearsals are to be conducted.
- Maintains an inventory of, and is responsible for, district instruments assigned to his or her custody. Arranges for repair of such instruments as needed.
- Assists the Vista Middle School principal in the identification of prospective seventh grade instrumental students.
- Performs other duties normally required by unit members as adjunct to the regular teaching assignment.

LITERACY TEACHER JOB DESCRIPTION

Description of Position – Facilitates efforts to improve the literacy program

Position Qualifications – Credential: Valid California teaching credential;
Three or more years of elementary teaching is desirable

Personal Qualities - Appearance, grooming, and dress functional and appropriate for working actively with children as well as setting a good example for students; ability to work effectively and cooperatively with students and adults.

Preferred Professional Qualifications – Literacy training; ability to conduct in-service training; cognitive coaching; experience with a variety of assessment tools; positive staff relations; experience in teaching reading in kindergarten through eighth grades

Description of Duties –

- Student Literacy Achievement:
 - Provide direct service to students
 - Assist in organizing and administering reading assessments
 - Assist teachers in disaggregating and interpreting data to improve the instructional program
 - Organize intervention groups based on data
 - Develop the intervention schedule

- Collaboration:
 - Work with classroom teachers and support staff to improve the reading program and gather materials as needed
 - Meet regularly with the principal
 - Participate as a member of the SST when appropriate
 - Meet regularly with the other site Literacy Teachers

- Staff Development/Parent Education:
 - Train teachers and the assistants in the use of intervention programs and strategies
 - Provide new teacher support for reading instruction, using best practices
 - Demonstrate lessons for new programs or strategies
 - Plan or assist in staff development in reading
 - Assist site staff in coordination of parent education nights

MIDDLE SCHOOL COUNSELOR JOB DESCRIPTION

Description of Position - Provides the counseling and annual testing services.

Position Qualifications - Credential: Pupil Personnel Services

Personal Qualities - Appearance, grooming, and dress functional and appropriate for working actively with children as well as setting a good example for students; ability to communicate clearly with both children and adults; ability to accept students, parents and teachers in non-judgmental fashion.

Description of Duties

- Maintains professional competence through participation in in-service educational activities provided as well as other professional growth activities, and disseminates pertinent information to the staff.
- Establishes and maintains professional relationships with parents, students, staff members, and community agencies.
- Counsels with students individually and in groups within the school setting.
- Assists in planning state-mandated and school testing programs; coordinates and interprets same.
- Coordinates and facilitates Student Study Team (SST) functions.
- Recommends, supervises and coordinates individual programs for students with teachers and parents.
- At the direction of the administrator, serves as a consultant to the Special Education program.
- Serves as liaison with community agencies.
- At the direction of the administrator, works with the principal and secretary to provide input and to schedule and reschedule students as the need arises.

PREP TIME TEACHER JOB DESCRIPTION

Description of Position - Provides an educational program for elementary students and performs other school and job related duties; provides prep time for fourth, fifth, and sixth grade teachers in subject areas determined by schools.

Position Qualifications - Credential: Valid California teaching credential for the appropriate level.

Personal Qualities - Appearance, grooming and dress functional and appropriate for working actively with children as well as setting a good example for students; three (3) or more years of elementary teaching experience is desirable.

Description of Duties

- Teaches assigned areas of learning utilizing adopted courses of study and appropriate learning activities.
- Establishes, in cooperation with the prime evaluator, standards of expected progress for students in designated areas of study, and techniques for assessment of that progress.
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere. A pleasant and positive attitude shall be maintained in order to foster student feelings of pride and self-worth.
- Maintains effective physical environment for student learning.
- Develops lesson plans and instructional materials, and provides individualized and/or group instruction in order to meet student needs.
- Effectively modifies materials and assessments as needed to address state standards.
- Evaluates students' growth, maintains appropriate records and prepares progress reports. Communicates results to the parents in accordance with DISTRICT policy.
- Enlists the aid of other professional staff members in assessing and helping to solve specific student problems.
- Plans and coordinates the work of his or her instructional assistants, aides and other paraprofessionals as needed.
- Administers simple first-aid and takes other appropriate measures when an accident or illness is more serious.
- Selects and requisitions books, instructional aids and supplies. Keeps inventory and attendance records.
- Supervises students in out-of-classroom activities during the assigned working day.
- Attends building and District meetings as required.
- Maintains professional competence through participation in in-service educational activities provided as well as other professional growth activities.
- Establishes and maintains good professional relationships with parents, community and other staff members.
- Reports any factors that prevent full exercise of duties and responsibilities.
- Performs other duties normally required by unit members as adjunct to the regular teaching assignment.

PSYCHOLOGIST- JOB DESCRIPTION

Description of the position: Conducts individual assessments for students in the district including screening and evaluating for special education program

Position Qualifications –

Valid California Pupil Personnel Services Credential in School Psychology.
Requires a valid California credential authorizing counseling services.
Experience working with preschool and school age students.

Supervision by: Director of Special Education and/or Superintendent

Knowledge, Skills, and Abilities:

- Knowledge of intellectual, emotional, social, and physical development of adolescents.
- Knowledge of and ability to apply interpersonal communication techniques.
- Current trends in educational and crisis counseling.
- Organization and administration of other cooperating agencies.
- State and local laws relating to confidential information.
- Exercise professional judgment in making decisions.
- Communicate appropriately and effectively with students, parents, administrators, other school personnel, etc.
- Demonstrate a genuine interest in the student population and their educational needs.
- Show initiative.
- Ability to understand and accept individual differences in children and parents.
- Ability to effectively communicate and maintain cooperative relationships with those contacted in the course of work.

Duties and Responsibilities:

- Conducts personal psycho-educational evaluations of referred candidates to include psychometric assessments, observation in the regular school situation, social, economic background factors; emotional and behavioral factors; education history, remediation attempts; and psychological adjustment.
- Assesses students' functional capabilities and home and/or classroom environment for the purpose of determining student's functional level and developing recommendations and/or placement.
- Prepares timely written reports of the findings with specific recommendations.
- Presents psycho-educational findings to the Individual Educational Program (IEP) team, describes how the findings relate to the student's functioning in the regular program, and provides subsequent consultation to ensure a successful special education placement.
- Assists in the development of 504 plans for identified students.
- Assists in the development of specific educational objective for areas requiring remediation.
- Confers with and obtains or shares data with community resources with parental consent.

- Re-evaluates special education students to determine individual progress and to recommend needed educational program changes as specified by State Law, Education Code, and/or District policies.
- Acts on referrals, makes recommendations to teachers, administrators, and parents concerning special learning needs of children who are not eligible for special education programs.
- Conducts ongoing individual counseling and/or group counseling on a variety of topics to facilitate interpersonal success.
- Provides individual crisis counseling.
- Intervenes in occurrences of inappropriate behavior of students for the purpose of assisting students in modifying such behavior;
- Provides staff development on topics, such as learning and developmental disabilities; mental health, and instructional/behavioral strategies.
- Conducts classroom presentations to students on a variety of topics that facilitate positive interpersonal relationships and self-esteem.
- Consults with teachers and parents to develop effective instructional; and/or behavioral plans.
- May provide consultative assistance at a variety of educational meetings, such as Student Success Team meetings, IEP meetings, and parent conferences for the purpose of providing information.
- Acts as a liaison between community resources, and the school; and interagency collaboration.
- Researches resources and methods (intervention and treatment techniques, assessment tools, community resources, etc.) for the purpose of determining appropriate approach for addressing students' specific needs.
- Participates in the development and implementation of programs and procedures that enhance learning, self-esteem, and interpersonal relationships; conducts ongoing evaluation of subsequent programs and procedures.
- Acts as a liaison with administrators, teachers, students, staff, family, and community members.

Environment:

- Office environment: subject to constant interruptions.
- Requires student contact at school sites
- Exposure to an array of childhood ailments, diseases and bodily fluids
-

Physical Requirements:

- Dexterity of hands and fingers to operate medical equipment, a computer, and office equipment,
- Sitting or standing for extended periods of time,
- Walking to various sites at the assigned school,
- Kneeling and bending
- Reaching horizontally and overhead to retrieve and maintain files and to store supplies and records
- Lifting and carrying objects weighing up to 30 pounds and
- Hearing and speaking to exchange information ion person and on the phone
- May be required to assist students experiencing physical difficulties

Updated: 4/5/16

RESPONSE TO INTERVENTION (RtI) COACH JOB DESCRIPTION

Description of Position- Responsible for push-in and pull-out support in planning instruction and/or adaptation of the instructional program using the Response to Intervention (RtI) model to facilitate learning.

Summary: Responsible for push-in and pull out support in planning instruction and/or adaptation of the instructional program using the Response to Intervention (RtI) model to facilitate student learning in accordance with corporation policies and state guidelines. Design and implement specific strategies designed to promote intellectual, social, and physical growth in all identified intervention students. Evaluate and measure the effectiveness of specific RtI strategies and interventions in order to refine Tier 1, Tier 2, and Tier 3 levels of support. Supports the instructional programs with regular and special education teachers.

Position Qualifications- Credential: Valid California teaching credential; three or more years of elementary teaching is desirable

Personal Qualities- Appearance, grooming, and dress functional and appropriate for working actively with children as well as setting a good example for students; ability to work effectively and cooperatively with students and adults. Maintain a strong, regular personal attendance record.

Preferred Professional Qualifications- This position requires subject matter expertise commonly associated with teaching and instruction; knowledge of a variety of assessment tools and intervention programs; expertise in teaching various grade levels; positive staff relations

- Knowledge of standards, curriculum, educational trends, and research findings pertaining to student educational programming and best practices;
- Knowledge of a variety of assessments, in particular diagnostic and formative assessments
- Ability to plan, organize, develop, and deliver a comprehensive intervention instruction for students
- Ability to effectively assess the educational needs of students and design, develop and implement sound intervention plan and stimulating learning environment
- Perform research and development activities pertaining to related elementary curriculum and instruction programs designed to enhance student achievement
- Communicate effectively in oral and written form using grammatically correct language
- Understand and carry out oral and written directions with minimal accountability controls
- Establish and maintain cooperative and effective working relationships
- Knowledge of technology

Description of Duties-

- Provide the following school-wide support for academic achievement.

- Assist in organizing and administering assessments for a variety of purposes such as benchmarks, screeners, diagnostic, standardized, etc.
- Gather and organize grade-level/subject area universal assessment tools and develop assessments for progress monitoring purposes for all teachers.
- Assess students in a variety of ways on a regular basis, for a variety of purposes and provide progress reports as required.
- Analyze (disaggregating) and interpret data to improve instructional programs and identify appropriate intervention(s).
- Use data to help teachers identify and group children who need additional supports.
- Support teachers in documenting student progress.
- Design, organize and schedule intervention groups based on data.
- Provide individual and small group instruction designed to meet individual needs and motivate students in pull out and push in/classroom setting.
- Employ a variety of instructional techniques, instructional media, and performance assessments, which guide the learning process toward academic achievement and curriculum goals.
- Evaluates the educational progress of students in terms of class work and attainment of proficiency levels; and the educational growth
- Evaluate the effectiveness of interventions and supports provided and refine support/strategies as needed to improve effectiveness.
- Collaborate with classroom teachers and support staff to improve the instruction and gather materials as needed.
- Participate as a member of the SST, when appropriate
- Build effective relationships with colleagues, parents and students through regular communication.
- Participate in professional development; network, meet regularly and work collaboratively and collegially with other Rtl teachers and site and district administrators
- Perform other duties as assigned (normally required by unit members as adjunct to the teaching assignment).

RESOURCE SPECIALIST TEACHER JOB DESCRIPTION

Description of Position

Primary Function - Assumes general charge of the program. Subject to school law, adopted policies, and stated guidelines, the resource specialist is responsible for developing, providing, coordinating, supervising, and monitoring a program of individualized instruction pursuant to the pupil's Individualized Education Programs (IEPs) and in a manner which assures that each pupil receives his or her special education services in the least restrictive setting appropriate to his or her needs.

Secondary Function - To consult with and provide in-service to the teaching staffs and the parents so as to assist them in understanding the nature of handicapping conditions, in making realistic appraisals of pupil abilities, and in developing expectations commensurate with those abilities.

Directly responsible to site principal or designee.

Immediate Subordinate: Instructional Assistants, as assigned.

Position Qualifications - Credentials: Valid California teaching credential, a valid California Special Education credential, and a Resource Specialist Certification.

Personal Qualities - Appearance, grooming and dress functional and appropriate for working actively with children as well as setting a good example for students; three (3) or more years of elementary teaching experience is desirable.

Description of Duties

- Assessing pupils referred for special education service to assist in determining present levels of educational performance, identifying specific educational needs, and establishing eligibility for special education services.
- Assisting with the scheduling and monitoring of referral procedures in accordance with legal requirements.
- Assisting in developing Individualized Educational Programs (IEPs) for students with exceptional needs and monitor progress on a regular basis.
- Assisting in the planning and implementation of programs covering such topics as the:
 - Utilization of systematic observations for referral to the Individualized Educational Program (IEP) teams.
 - Administering, understanding, and interpreting of appropriate assessment tools.
 - Selection and modification of appropriate instructional methods and materials.
 - Application of classroom environment and behavior management techniques.
 - Enhancement of social and emotional development of exceptional individuals within the education environment of the regular classroom.

- Processing all information leading to approval of services by child's parent or guardian.
- Monitoring the development of Individualized Educational Programs (IEPs), and participating in review meetings in accordance with legal requirements.
- Consulting and providing assistance in the utilization of evaluation data for the modification of instruction and curriculum.
- Providing consultant services as to resources (appropriate to individuals with exceptional needs) to regular staff members, parents, and guardians.
- Consulting with regular classroom teachers and students as to their acceptance of students with exceptional needs.
- Consulting in the development of pre-vocational and/or vocational plans for individuals with exceptional needs.
- Utilizing the services of the program specialist for assistance and guidance in fulfilling the Resource Specialist Program, as appropriate.
- Providing parents with basic understanding of remedial methods and techniques as they relate to their own child's program.
- Providing parents with basic home enrichment and home management techniques designed to meet the needs of their child.
- Counseling parents in areas related to their child's abilities, including strengths and weaknesses, as well as to the child's needs and goals, including career and vocational planning alternatives.
- Assisting in planning of in-service workshops for staff and/or parents.
- Providing consultant services to regular classroom teachers in the identification and assessment of learning and behavioral patterns in pupils and resources available to them.
- Coordinating the collection of relevant information for those students referred to the Individualized Educational Program Team.
- Planning, developing, and providing educational activities in accordance with Individualized Educational Programs (IEPs), including curricular adaptations, as necessary.
- Coordinating follow-up activities to insure service delivery to all individuals with exceptional needs.
- Coordinating individualized instruction and activities of the Resource Specialist Program with regular classroom curriculum.
- Coordinating the organization and distribution of media and materials for both resource and regular classrooms.
- Supervising and monitoring the activities of the Resource Specialist Assistant.
- Assisting in the coordination of referral and assessment procedure and assisting in the coordination of the Individualized Education Program (IEP) team meeting and participating in review meetings, as necessary.
- Demonstrating the ability/willingness to follow process procedures specified in the Tehama County Special Education Service Region Procedures Manual.
- Establishing and maintaining professional relationships with other staff members and the community.
- Performing other duties normally required by unit members as adjunct to the regular teaching assignment.

SCHOOL NURSE JOB DESCRIPTION

Description of Position - Strengthens and facilitates the educational process by improving and protecting the health status of children and by identification and assistance in the removal or modification of health related barriers to learning in individual children.

Position Qualifications - Registered Nurse currently licensed under Chapter 6, Division 2 of the Business and Professional Code, valid California Health and Development credential or current credential in School Nursing, Section 44877, audiologist license, valid California Driver's License.

Personal Qualities - Appearance, grooming and dress, functional and appropriate for working actively with children as well as setting a good example for students. Model appropriate physical qualities, attitudes, and behaviors appropriate for working actively with children while promoting acceptable health practices.

Description of Duties

- Assesses and evaluates the health and developmental status of pupils while communicating with parents and making appropriate referrals as indicated.
- Designs and implements health maintenance/nursing care plans to meet individual pupil needs based on medical recommendations.
- Conducts case finding programs: vision, hearing, scoliosis, dental, and when indicated, communicable diseases, with appropriate referral and follow up.
- Interprets medical and nursing findings to parents, pupils, and staff, and makes appropriate recommendations as findings relate to the educational process.
- Supervision of pupil health and physical development as covered CEC 49422, specialized health care procedures, which includes medication administration and monitoring.
- Responsible for assigning, training, and supervision of personnel providing specialized health care to pupils.
- Responsible for illness and accident assessment.
- Maintains all necessary pupil health records and health office procedures.
- Counsels with pupils and parents to identify and, when appropriate, seek further professional care for mental and social problems. Assists families with overcoming barriers to needed services.
- Promotes health education and wellness by providing direct and indirect services to pupils, staff, and community groups. Promotes a healthy and safe school environment.
- Participates in District in-service programs as a resource person or a provider of service.

SITE INSTRUCTIONAL COACH JOB DESCRIPTION

Description of Position - To positively impact student achievement through the support, training, coaching, and mentoring of teachers and instructional staff.

Position Qualifications - Credential: Valid California teaching credential for the appropriate level.

Personal Qualities - Appearance, grooming and dress functional and appropriate for working actively with children as well as setting a good example for students; three (3) or more years of elementary teaching experience is desirable.

Description of Duties

- Assist grade level/content teams, departments, and administration in analyzing student performance and setting goals to increase student performance
- Provide on-site assessment data management support
- Meet regularly with the principal to review formative student assessment data and to assess the outcome of the goals established by grade level and/or department teams
- Prepare forms, records and reports as directed
- Provide support and assistance to all classroom teachers in the full and skillful implementation of the district's adopted programs
- Serve as STAR site testing coordinator under the direction of the principal and the district office
- Assist teachers in the preparation and implementation of content area pacing guides
- Provide on-site support to new teachers
- Provide feedback to administration and district staff development committee regarding possible areas of staff growth
- Assist with professional development to ensure that the teachers are knowledgeable about program components, instructional design and research
- Serve as a resource for identifying appropriate instructional strategies and interventions to improve student achievement for all students including English learners and students with disabilities as requested by teachers
- Conduct demonstration lessons to insure that all teachers have increased professional capacity as requested by teachers
- Assist teachers in building an interactive classroom environment focused on the content and learning strategies embedded in the program as requested by teachers
- Provide instructional strategy support through non-evaluative observations, lesson analysis, and feedback as requested by teachers

SPECIAL DAY CLASS TEACHER JOB DESCRIPTION

Description of Position - Provides an educational program for learning disabled students and performs other school and job related duties.

Position Qualifications - Credential: Valid California Special Education teaching credential(s) for the appropriate program.

Personal Qualities - Appearance, grooming and dress, functional and appropriate for working actively with children as well as setting a good example for students; ability to work effectively and cooperatively with students and adults; two or more years of elementary teaching experience is desirable.

Description of Duties

- Develops the Individualized Educational Plan (IEP) agreed upon by the IEP team for each student and implements the recommendations.
- Teaches assigned areas of learning, using the various methods identified by the IEP team to provide the least restrictive environment for each student.
- Establishes, in cooperation with the evaluator, standards of expected progress for individual students in designated areas of study, and techniques for assessment of that progress.
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere; models a pleasant and positive attitude in order to foster student feelings of pride and self-worth.
- Maintains effective physical environment for student learning.
- Develops lesson plans and instructional materials, and provides individualized and/or group instruction in order to meet student needs.
- Evaluates students' growth, maintains appropriate records and prepares progress reports; communicates results to parents via parent conferences and periodically to the IEP team.

SPEECH-LANGUAGE PATHOLOGIST JOB DESCRIPTION

Brief Description Under general supervision, plan, develop, and implement individualized programs of habilitation of articulation, language, voice, and fluency (stuttering) for students.

Qualifications: Valid California credential authorizing Speech-Language Pathology services or ability to obtain one.

Knowledge, Skills and Abilities:

- Remediation strategies and behavior management techniques;
- Instructional terminology, Program philosophies;
- Concepts, materials, methods and procedures;
- Proper administration, evaluation and interpretation of diagnostic tests and measurements;
- Techniques and methods of speech and language assessment, diagnosis, evaluation, and planning; community agencies and referral
- Laws, rules, and regulations related to assigned activities;
- Technical aspects of field of specialty;
- Research base principles, methods, techniques, and strategies in speech and language assessment functions;
- Applicable and appropriate speech and language instruments, techniques, and procedures;
- Developmental characteristics of students.
- Provide speech and language assessments and therapy to students who have a variety of handicapping conditions;
- Determine eligibility for services and therapy;
- Provide therapy in areas of receptive and expressive language, articulation, fluency (stuttering), and voice;
- Recognize problems which may interfere with student's learning or the physical/emotional welfare of students and implement appropriate solutions in the learning environment;
- Make generalizations, evaluations or decisions without immediate
- Develop and implement activities for the remediation of language, speech and hearing disorders;
- Interpret and apply policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions;
- Maintain records and prepare reports;
- Operate computer and related software;
- Maintain current knowledge of program rules, regulations, requirements, and restrictions;
- Maintain current knowledge of technical advances in the field;
- Analyze situations accurately and adopt an effective course of action;
- Establish and maintain cooperative and effective working relationship with
- Identify, assess, and assist in conducting IEP meetings and facilitate a program to meet student needs;

- Prepare speech and language materials, documentation, evaluations, small group and classroom lessons when directed to do so.

Essential Functions and Job Duties:

- Evaluate and identify students in need of speech/language therapy
- Assist in developing IEPs for students requiring speech/language
- Implement and monitor IEPs.
- Provide supportive consultation and collaboration for teachers with students requiring speech/language services in their classes or programs
- Confer with parents and school personnel regarding the provision of speech/language services.
- Maintain appropriate records for each student receiving speech/language services.
- Attend department and district meetings as required.
- Establish and maintain positive professional relationships with other professional staff.
- Maintain professional competence through participation during in-service educational activities provided, as well as other professional growth activities that the District provides.
- Report any factors that prevent full exercise of duties and responsibilities.
- Perform other duties normally required to be performed by certificated staff as adjunct to the regular assignment.

ARTICLE XIV

SUPPLEMENTAL INSTRUCTIONAL PROGRAMS

- 14.1 Supplemental Instructional Program teachers shall be employed on an hourly basis, but shall be subject to the same regulations and legal limitations applicable to other unit members.
- 14.2 Supplemental Instructional Program teaching vacancies will be posted on the District web page and bulletin Boards at the District office and each school site. Such vacancies shall be posted a minimum of fifteen (15) business days prior to the start of summer and intercession programs and one week prior to the start of before and after school tutoring. (See form contained in Appendix Q.)
- 14.3 After student registration applications and/or names of identified students are received by the administrator(s) and the number of unit members needed for Supplemental Instructional Programs is determined, unit members will be selected on the basis of the following criteria:
 - 14.3.1 Regularly employed unit members shall be given hiring preference if the unit member holds the appropriate credential and/or certifications and has any specialized training and teaching experience required for the position. Preference for positions will be given to unit members who have that grade level experience within the past three (3) years.
 - 14.3.2 Teachers for Supplemental Instructional Programs during the summer break will be employed on a year for year basis, for a maximum of three (3) consecutive years, except in unusual circumstances, such as inability to otherwise fill a vacancy.
- 14.4 **Salaries:** See Article VI: Salaries- Special Assignment Salary Schedule
- 14.5 **Class Size:** The class sizes specified in Article XII: Class Size shall apply to Supplemental Instructional Programs and the District will take into consideration the particular needs of Supplemental Instructional Programs when determining the number of students in any particular class.

ARTICLE XV

PEER ASSISTANCE AND REVIEW (PAR)

- 15.1 Joint Panel - The Peer Assistance and Review Program (PAR) will be administered by a Joint Panel with responsibilities as stated below. The Joint Panel shall consist of five (5) members, the majority of whom shall be unit members who are chosen to serve by the ASSOCIATION. The DISTRICT shall choose the DISTRICT appointed members to the Joint Panel.
- 15.2 The Joint Panel shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Panel must be present. Meetings of the Joint Panel shall typically take place during the regular unit member workday unless otherwise determined by the Panel. Unit members who are members of the Joint Panel may be released from their regular duties to attend meetings, without loss of pay or benefits, providing the number of release time meetings is within the budgeted funds for the Joint Panel. If, in carrying out their responsibilities as members of the Joint Panel, the Panel determines it necessary to work beyond the regular workday, they shall be compensated and receive a base stipend pursuant to Appendix A
- 15.3 The Joint Panel shall be responsible for the following:
 - 15.3.1 The Joint Panel shall, from the funds apportioned by the state to the DISTRICT for PAR, jointly develop a budget of funding for the Peer Assistance and Review Program (including up to 5% of the funds for administrative expenses) which has as its priority a mechanism that allows exemplary unit members to assist veteran unit members in need of development in subject materials knowledge or teachings strategies, or both.
 - 15.3.2 Providing annual training for the Joint Panel members.
 - 15.3.3 Establishing its own rules of procedure, to effect the provisions of this AGREEMENT, including the method for selecting a Chairperson. Said rules of procedure shall be consistent with the provisions of this AGREEMENT and Education Code sections 44500-44508.
 - 15.3.4 Selecting the panel of Consulting Teachers.
 - 15.3.5 Selecting training and/or training providers.
 - 15.3.6 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the Program.
 - 15.3.7 Sending written notification of participation in the PAR program to the referred Participating Teacher, the Consulting Teacher and site principal.

- 15.3.8 Making available a panel of at least one or more Consulting Teacher for selection by the Participating Teacher.
 - 15.3.9 Distributing, at the beginning of each school year, a copy of the adopted rules and procedures to all bargaining unit members and administrators.
 - 15.3.10 Establishing a procedure for application as a Consulting Teacher.
 - 15.3.11 Determining the number of Consulting Teachers in any school year, and other relevant considerations based upon participation in the PAR program, the budget available.
 - 15.3.12 Reviewing the final report prepared by the Consulting Teacher. Review the evaluation done by the DISTRICT evaluator and making recommendations to the Board regarding the referred Participating Teacher's progress in the PAR program.
 - 15.3.13 Evaluating annually the impact of the PAR program in order to improve the Program.
- 15.4 All proceedings and materials relating to evaluations, reports and other personnel shall be strictly confidential except as follows:
- 15.4.1 Disclosure of such information as necessary to administer this Article.
 - 15.4.2 In response to a subpoena or order of the court.
 - 15.4.3 In any disciplinary action pursuant to the provisions of the Education Code.
- 15.5 The DISTRICT agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the ASSOCIATION-selected unit member's performed duties in the Peer Assistance and Review Program. The ASSOCIATION-selected unit member may choose to retain his or her right to select his or her own attorney to represent him or her in such actions at his or her own expense.
- 15.6 Participating Teachers - Unit members may become participants in the Peer Assistance and Review Program by involuntary and voluntary referrals.
- 15.7 A Referred Participating Teacher is a unit member with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation as per the Article XIII - Evaluation.

- 15.8 A Volunteer Participating Teacher is a unit member with permanent status who volunteers to participate in the PAR program. Volunteer Participating Teachers must receive approval from the Joint Panel in order to participate. The purpose of participation in the PAR Program is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR program at any time.
- 15.9 A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Panel. Upon approval by majority vote of the Joint Panel, a different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
- 15.10 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.
- 15.11 The Referred Participating Teacher has the right to be represented throughout the procedures by the ASSOCIATION.
- 15.12 Consulting Teachers - A Consulting Teacher is a unit member who provides assistance to a Participating Teacher pursuant to the PAR program. The qualifications for the Consulting Teacher shall be set forth in the rules and procedures, provided that the following shall constitute minimum qualifications:
- A unit member with permanent status having performed at least five (5) consecutive years of excellent teaching experience.
 - Substantial recent experience in classroom instruction.
 - Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 15.13 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
- A reference from a building principal or immediate supervisor.
 - A reference from an ASSOCIATION representative.
 - A reference from another unit member.
- 15.14 All applications and references shall be treated with confidentiality.

- 15.15 Consulting Teachers shall be selected by a majority vote of the Joint Panel following at least one classroom observation by one or more members of the Joint Panel.
- 15.16 A Consulting Teacher shall be provided with release time as needed and as approved by the Joint Panel and budget necessary to fund substitutes. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for consecutive terms.
- 15.17 Functions performed pursuant to this Article by unit members shall not constitute either management or supervisory function. The Consulting Teacher shall continue all rights of unit members. In addition to the regular salary, a Consulting Teacher shall receive a base stipend of \$2,000 per referred Participating Teacher served.
- 15.18 In the event a Consulting Teacher is released full-time, the unit member shall, upon completion of his or her full-time service, be returned to a regular assignment in accordance with the transfer rights of this AGREEMENT.
- 15.19 The number of Participating Teachers for which a Consulting Teacher may have responsibilities shall be determined by the Joint Panel. Each Referred Participating Teacher shall receive no less than fifteen (15) hours of direct contact per trimester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 15.20 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR program.
- 15.21 The Consulting Teacher shall conduct multiple observations of the Participating Teacher and shall have both pre-observation and post-observation conferences.
- 15.22 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher, and shall provide a final written report to the Referred Participating Teacher and Joint Panel for discussion and review, and may also provide interim reports as requested by the Joint Panel.
- 15.23 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the evaluator concludes that the teaching performance of the Participating Teacher is at least satisfactory, or that further assistance is unlikely to be productive. It is anticipated that a Participating Teacher will remain in the Peer Assistance and Review Program no more than twelve (12) months. However, Participating Teachers, may, under special circumstances, remain in the program for a total of eighteen (18) months, upon a majority vote of the Joint Panel. A copy of the Consulting Teachers' report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and

signature before it is submitted to the Joint Panel. The Participating Teacher's signing of the report does not necessarily mean AGREEMENT, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Panel at the end of the process. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Panel and be represented at this meeting by the ASSOCIATION.

- 15.24 The results report of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Participating Teacher.
- 15.25 The DISTRICT agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Consulting Teacher's performed duties in the Peer Assistance and Review Program. The Consulting Teacher may choose to retain his or her right to select his or her own attorney to represent him or her in such actions at his or her own expense.

ARTICLE XVI

GRIEVANCE PROCEDURES

DEFINITIONS

- 16.1 "Grievance" is a formal written allegation by a grievant(s) that he or she has been directly affected by a violation of the specific provision of this AGREEMENT.
- 16.2 "Grievant" may be an employee of the DISTRICT and/or ASSOCIATION.
- 16.3 "Day" is any day in which the central administration office of the DISTRICT is open for business, except for the days during major school breaks, which shall not be counted in the time requirements below.
- 16.4 "Immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.
- 16.5 "Conferee" is anyone the grievant chooses to bring to a meeting of the grievance, in addition to the ASSOCIATION representative.
- 16.6 Time Lines - Grievances must be filed, in writing, within thirty (30) days after the incident giving rise to the grievance. Failure to do so will be grounds to dismiss the grievance. (See Appendices L through O for the appropriate forms.)

GRIEVANCE LEVELS

16.7 Level I – Immediate Supervisor’s Level (Appendix L)

- 16.7.1 All grievances must be filed at the lowest appropriate level, usually with the immediate supervisor.
- 16.7.2 Once a grievance has been filed with the immediate supervisor, the immediate supervisor will meet with the parties to the grievance prior to rendering his or her decision.
- 16.7.3 The immediate supervisor will communicate his or her decision to the unit member in writing within ten (10) days after receiving the complaint.

16.8 Level II – Superintendent’s Level (Appendix M)

- 16.8.1 The grievant may appeal the Level I decision, in writing, to the superintendent within ten (10) days after receiving the decision at Level I. A copy of the appeal shall be furnished to the supervisor by the grievant(s).
- 16.8.2 The superintendent, or superintendent’s designee, shall render a decision within ten (10) days and will communicate the decision, in writing, to the grievant.

16.9 Level III – Board Level (Appendix N)

- 16.9.1 The grievant may appeal the Level II decision, in writing, to the Board within ten (10) days after receiving the decision at Level II. A copy of the appeal shall be furnished to the superintendent by the grievant(s).
- 16.9.2 The Board will set up a meeting at a time that is convenient for the DISTRICT, the unit member, and the ASSOCIATION representative.
- 16.9.3 The Board shall render its decision within ten (10) working days after the meeting.

16.10 Level IV – Arbitration (Appendix O)

- 16.10.1 The grievant or the ASSOCIATION may appeal the decision at Level III, to arbitration, within twenty (20) days after receiving the decision at Level III.
- 16.10.2 Within ten (10) days of such appeal, the parties will jointly request a list of five (5) names from the California State Mediation and Conciliation Service (CSMCS).

- 16.10.3 Within ten (10) days of receipt of the list from CSMCS, the parties will meet/select an arbitrator by mutual consent or by using the standard alternate strike off method of selection.
- 16.10.4 The decision of the arbitrator shall be final and binding on the parties.
- 16.10.5 The authority of the arbitrator shall be limited expressly to the specific provisions of this AGREEMENT and facts raised at Levels I, II, and III of this procedure. The arbitrator shall have authority to award "make whole" remedies, but not damages in excess of make whole remedies.
- 16.10.6 All costs of the arbitration proceedings shall be borne equally by the parties. All other costs will be the burden of the party incurring them.
- 16.11 General Provision - If the same grievance is made by more than one (1) grievant, one (1) grievant, on his or her own behalf of all the other grievants, may process the grievance for all grievants. Names of all grievants must appear on all documents related to the grievance.
- 16.12 All grievances shall contain a clear, concise statement of the:
- Contract provision in question
 - Circumstances in which the grievance is based
 - Grievant(s) involved
 - Remedies sought
- 16.13 All grievances must be submitted on grievance forms available through the RBEEA and available at each building site.
- 16.14 A grievant may present grievances and have them adjusted without the intervention of RBEEA at Levels I, II, and III. The grievant may terminate the grievance at any time by giving written notice to the DISTRICT. A grievance may not be appealed to Level IV without the consent of the ASSOCIATION. The ASSOCIATION will be provided with a copy of all grievances and decisions, not filed by the ASSOCIATION, at all levels of this process.
- 16.15 If any grievance meeting or hearing is scheduled during the school day, any unit member required by either party to participate as a witness or grievant in such meeting or hearing shall be granted reasonable release time.
- 16.16 A grievant may bring one (1) conferee of his or her choice to all meetings, provided, however, that the grievant must be physically present. It is understood that this conferee is an addition to the official ASSOCIATION grievance representative, if such a representative is used by the grievant.
- 16.17 ASSOCIATION representatives, who are employees of the DISTRICT, acting in this capacity shall be granted reasonable release time for the actual process of grievance representation. It is expressly understood that the RBEEA shall be limited to one (1) DISTRICT-employed representative for each grievance.

Nothing in this AGREEMENT is intended to restrict the number of CTA/NEA representative/employees from performing their representational services.

- 16.18 All time lines contained within this procedure, except for Appendix L may be waived by mutual agreement of the parties.

ARTICLE XVII

ORGANIZATIONAL SECURITY

- 17.1 Any unit member who is a member of the ASSOCIATION, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the ASSOCIATION, pursuant to Education Code section 45060. Such authorizations shall continue in effect from year-to-year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 17.2 Any unit member who is not a member of the ASSOCIATION or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, may become a member of the ASSOCIATION or pay to the ASSOCIATION a fee in the amount equal to unified membership dues, initiation fees and general assessment or pay an equal amount into a legal/fund scholarship account to be used in the implementation of the grievance process or legal expense incurred in representing the unit, or scholarship program, to be administered by the ASSOCIATION. The Board will collect these fees upon written authorization by the unit member.
- 17.3 Agency Fees - Unit members hired by the DISTRICT and first employed after November 1, 1998 shall within thirty (30) days of the effective date of this AGREEMENT or within thirty (30) days of their employment date, whichever is later, either join the ASSOCIATION by executing a payroll deduction authorization form for payment of dues or choose to pay a service fee to the ASSOCIATION. Unit members employed by the DISTRICT on and prior to November 1, 1998 shall be exempt from the Agency Fee provisions. Unit members who are employed by action of the Board after November 1, 1998 and who fail to join the ASSOCIATION within thirty (30) days of the employment date shall pay an agency fee in an amount permitted by law and Public Employment Relations Board regulations, not to exceed the amount equal to the unified membership dues. Unit members affected by this provision may authorize payroll deduction of such agency fees. Nothing contained herein shall prohibit the unit member from paying service fees directly to the ASSOCIATION. If a unit member withdraws a service fee authorization and fails to pay service fees directly to the ASSOCIATION, the DISTRICT shall, upon notification from the

ASSOCIATION, deduct from the wages of any such unit member, and pay to the ASSOCIATION, all service fees owed to the ASSOCIATION as provided in Education Code section 45061.

- 17.4 The ASSOCIATION agrees to furnish any information needed by the Board to fulfill the provisions of this Article.
- 17.5 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting RBEEA/CTA/NEA as a condition of employment, except that such unit members shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501c (3) of Title 26 of the Internal Revenue Code:
- RBEEA Scholarship Fund
 - United Way
 - D.O.V.E (Domestic Violence Ends)
 - St. Elizabeth's Hospice
- 17.6 The ASSOCIATION shall indemnify and hold harmless the DISTRICT against any and all loss because of civil or other action resulting from administration and implementation of the organizational security provisions of this AGREEMENT. The ASSOCIATION further agrees to pay to the DISTRICT all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Agency Fee provisions of the AGREEMENT or their implementation. The ASSOCIATION shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- 18.1 Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this AGREEMENT.
- 18.2 Within thirty (30) days of ratification of this AGREEMENT by both parties herein, the Board shall prepare and deliver a copy for each unit member in the DISTRICT to the ASSOCIATION.
- 18.3 If the legality of any Article within this contract is questioned, the burden of the proof is the responsibility of the questioner.

ARTICLE XIX

STATUTORY CHANGES

- 19.1 Improvement in unit member benefits unequivocally required by law and within the scope of collective bargaining shall be incorporated into this AGREEMENT.
- 19.2 Reductions or elimination of unit member benefits included in this AGREEMENT, which are brought about by the amendment or repeal of statutory guarantees, shall obligate the parties within ten (10) days of such amendment or repeal to negotiate with respect to restoration of the items affected.

ARTICLE XX

SAVINGS PROVISION

- 20.1 If, during the life of the AGREEMENT, there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the DISTRICT, which shall render invalid or restrain compliance with or enforcement of any provision of this AGREEMENT, such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 20.2 In the event of suspension or invalidation of an Article or Section of this AGREEMENT, the PARTIES agree to meet and negotiate as soon as possible after such determination becomes known to the PARTIES for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXI

CONCERTED ACTIVITIES

- 21.1 The ASSOCIATION will not engage in or encourage, strikes or any other concerted activities during the lifetime of this AGREEMENT, except during any reopener negotiation period.
- 21.2 In the event of a wildcat strike, work stoppage, slowdown, or other interference with the operations of the DISTRICT by unit members, the ASSOCIATION will take all reasonable steps to stop such activities.

ARTICLE XXII

COMPLETION OF MEET AND NEGOTIATE

- 22.1 During the terms of this AGREEMENT, the PARTIES expressly waive and relinquish the right to meet and negotiate and agree that the other PARTY shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered by the AGREEMENT or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the DISTRICT or ASSOCIATION at the time they met and negotiated on and executed this AGREEMENT, and even though such subjects or matters were proposed and later withdrawn.
- 22.2 This does not preclude the possibility of further meet and negotiation sessions when both PARTIES mutually agree that such sessions are necessary and/or useful.

ARTICLE XXIII

EFFECT OF AGREEMENT

- 23.1 It is understood that the specific provisions contained in this AGREEMENT shall prevail over DISTRICT practices and procedures and the state laws only to the extent permitted by state law.

ARTICLE XXIV

MANAGEMENT RIGHTS

- 24.1 The DISTRICT reserves, as its right, to act in all matters not specifically enumerated herein, retain all powers and authority to direct, manage, and control to the fullest extent of the law. In the event of an emergency, the DISTRICT retains its right to take reasonable action in dealing with said emergency. An emergency shall be a natural disaster, an act of civil strife, or other events rendering normal operations of the DISTRICT to be substantially impaired.

ARTICLE XXV

TERM

- 25.1 This AGREEMENT shall remain in full force and effect for one year which is up to and including June 30, 2017 or until another master contract is executed between the Board and the ASSOCIATION, whichever occurs later.

ARTICLE XXVI

AGREEMENT PERTAINING TO YEAR-ROUND SCHOOL

- 26.1 Contract language pertaining to year-round schools can be found in the Collective Bargaining Agreement of July 1, 2003 through June 30, 2006.

ARTICLE XXVII

PERSONNEL FILES, DISCIPLINE AND DUE PROCESS

- 27.1 The parties agree to honor the language of Red Bluff Union Elementary School District Board Policy #4112.6 regarding Personnel Files, #4030 regarding Prohibited Discrimination and #4117.5 regarding Dismissal.

ARTICLE XXVIII

MISCELLANEOUS

- 28.1 Complaint Procedure - No negative and unsatisfactory evaluations shall be based upon information or material of a derogatory or critical nature that has been received by the evaluator from students, parents, and/or citizens unless the following procedures have been followed:
- 28.1.1 If the complaint by a student, parent or citizen about a unit member may be used against the unit member, it shall be reported to the unit member within five (5) working days of the receipt of the complaint.
 - 28.1.2 The administration shall select one (1) additional person to assist in investigating the complaint.
 - 28.1.3 The administrator shall inform the unit member of his or her right to have ASSOCIATION/legal representation at any meeting regarding a complaint.
 - 28.1.4 Should the involved unit member believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant.
 - 28.1.5 If the matter is not resolved to the satisfaction of the complainant, he or she shall put the complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the duty day, without salary deduction, to review the complaint. If no written complaint is received, the complaint shall be dropped.
 - 28.1.6 A unit member will be granted the right to meet with and examine the complainant(s) as to the validity and accuracy of the complaint. This

section is not intended to supersede any laws protecting confidentiality in reporting incidents falling under the category of sexual harassment.

- 28.1.7 The unit member is provided the right of representation and is informed prior to any meeting, which may involve criminal allegations, that the member is entitled to such representation.
 - 28.1.8 The unit member has the right to attach written and signed comments to any written complaint filed by the complainant.
 - 28.1.9 If the matter is not resolved and the unit member believes the complaint is false and/or based on hearsay, or that improper procedures were followed, a grievance may be initiated.
- 28.2 False/Unsubstantiated Complaint - Complaints that are shown to be false, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 28.3 Status In Position - The unit member is allowed to remain in the position until formal charges have been made by the Complainant, except in circumstances where the superintendent may remove the unit member from duty with pay pending investigation of any formal complaint as permitted by right of DISTRICT to put on administrative leave.

APPENDIX A

Approved Committees for Granting Unit or Monetary Credit

| | |
|--------------------------|-------------------------|
| Assessment* | District Reorganization |
| Curriculum/Instruction* | Technology |
| Units | Staff Development |
| Library | Special Education/LRE* |
| ELAC/DELAC | ELL* |
| District Leadership Team | RtI* |
| Site Leadership Teams | PAR Joint Panel |

Others as agreed upon by the DISTRICT and the ASSOCIATION.

*See MOU dated February 10, 2009 concerning the option of compensatory time

APPENDIX B

Salary Reduction Agreement for §403(b)(1) and §403(b)(7) Programs

IMPORTANT NOTICE:

Before you sign: Read the important information on page three of this form. Each employee who initiates or changes contributions to a 403(b) program shall, at such time, provide the employer with a copy of his or her maximum annual contribution (MAC) as calculated by the employee's chosen annuity or custodial account provider or any other party acceptable to employer. A maximum annual contribution (MAC) shall be required annually, with changes in salary, and at any time an employee initiates or changes contributions. A copy of each MAC shall be provided to the employer, including the annual by October 1 of each calendar year.

PART 1. Employee Information

Employee Name: _____

Employee Social Security Number: _____

Employee Address: _____

PART 2. CONTRIBUTION INFORMATION - EFFECTIVE DATE: _____

(Select all that apply)

- Initial new salary reduction:
Please deduct the amount of \$_____ or _____% per pay.

- Change salary reduction:
This is notification to change the amount of my TSA salary reduction from \$_____ or _____% to \$_____ or _____%.

- Change service provider:
This is notification to change my service provider (indicate amounts in Part 3) from _____ to _____.

- Discontinue salary reduction:
Please discontinue my TSA salary reduction with the following service provider: _____

- Employee is utilizing catch-up provision/special elections

Implementation Date: Salary reduction instructions shall be implemented in accordance with employer's administrative schedule.

PART 3. SERVICE PROVIDER

| | \$ or % of Compensation per reduction | Service Provider |
|----|--|-----------------------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |

PART 4: AGREEMENT

The above-named employee agrees to modify his or her salary as indicated above. Employer agrees to contribute this amount on employee’s behalf into the annuity or custodial accounts selected by employee. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The employee understands and agrees to the following:

1. This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this Agreement is in effect;
2. This Salary Reduction Agreement may be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and
3. This Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the employer’s administrative procedures

Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law.

Employee acknowledges and understands that the Tehama County Department of Education (“Department of Education”) may be assisting the employer with the administration of the TSA program.

Employee agrees to indemnify and hold employer, the Department of Education, and the Tehama County Board of Education harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for employees in amounts in excess of contribution limits as defined under Applicable Law except where a MAC was calculated by service provider based on accurate information provided by employee.

Employee acknowledges that employer has made no representation to employee regarding the advisability, appropriateness or tax consequences of the purchase of the

annuity and/or custodial account described herein. Employee agrees that neither the employer nor the Department of Education shall have liability whatsoever for any and all losses suffered by employee with regard to his or her selection of the annuity and/or custodial account, its terms, the selection of the insurance company or regulated investment company; the financial condition, operation of or benefits provided by said insurance company or regulated investment company, or his or her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between employer and employee. This agreement supersedes all prior salary reduction agreements and shall automatically terminate if employee's employment is terminated.

IMPORTANT INFORMATION

1. Employer does not choose the annuity contract or custodial account in which your contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish your annuity contract or custodial account. However, in certain group annuity contracts, the employer is required to establish the contract.
3. In order to receive the expected tax results, employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b) of the Internal Revenue Code.
4. Employees are responsible for naming a death beneficiary under annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
5. Employees are responsible for all distributions and any other transactions with service provider. All rights under contracts or accounts are enforceable solely by employee, employee beneficiary or employee's authorized representative. Employee must deal directly with service provider to make loans, transfer to different contracts or custodial accounts, begin distributions, or any other transactions.
6. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. You are strongly encouraged to have a maximum annual contribution (MAC) calculation performed by the chosen service provider.

PART 5: EMPLOYEE SIGNATURE

I certify that I have read this complete Agreement and that my salary reductions do not exceed contribution limits as determined by applicable law. I understand my responsibilities as an employee under this program, and I request that employer take the action specified in this Agreement. I understand that all rights under the annuity or

custodial account established by me under the program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature _____ Date: _____

FOR SALES AGENT/REPRESENTATIVE COMPLETION

PART 6: ACKNOWLEDGMENT AND REPRESENTATION OF SALES AGENT/REPRESENTATIVE

I agree to comply with all pertinent written directives regarding the solicitation of Employees. I will provide a maximum annual contribution (MAC) calculation annually for each Employee, as well as with changes in salary, or when an employee initiates or changes contributions.

Furthermore, I agree to indemnify and hold harmless the Employer, the Tehama county Department of Education, any individual member of their Boards and the Employee participating in the 403(B) Program against any claims based on an error in the MAC calculation that I provided, except where the error is based upon erroneous information provided by Employer, the Office of Education, or Employee.

Agent Name: _____

Phone: _____

Address: _____

Signature: _____

Date: _____

PART 7: EMPLOYER SIGNATURE

Employer hereby agrees to this Salary Reduction Agreement.

Employer Signature: _____

Title: _____ Date: _____

APPENDIX C

RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
EMPLOYEE PERSONAL PROPERTY DECLARATION FORM

TOTAL OF ALL LISTED ITEMS SHOULD NOT EXCEED \$1,000.00

Employee Name: _____

School/Work Location: _____ Room # _____

Private Property Carrier (Homeowners/Tenants Insurance) _____

Policy # _____

Please attach copy of insurance policy declaration page

| | Description | Date of Purchase | Purchase Price | Work Usage |
|----|-------------|------------------|----------------|------------|
| 1. | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I affirm that the above is true and correct to the best of my knowledge.

Employee Signature

Date

I have reviewed this form in accordance with applicable district regulations.

Site Administrator's Signature

Date

LOSS CONDITIONS-CLAIM PROCEDURE

If there is a loss of declared personal property, you must see that the following are done:

1. Notify Site Administrator and/or Police. Preserve damaged property as evidence and or obtain photographs of item(s) at location.
2. Give RBUESD district office immediate notice of the loss or damage. Include a description of the property involved.
3. Give RBUESD Adjuster a written description of how, when, and where the loss or damage occurred. Include RBUESD loss reports, police reports, or witness statements.
4. At RBUESD Adjuster's request, provide complete inventories of damaged or stolen property to include quantities, costs (receipts), values, and two estimates for replacement. These documents should be attached to a copy of the declaration form on file and submitted to Risk Management at the District Office.
5. Permit RBUESD Adjuster/Officer to inspect the property and records providing the loss or damage.
6. If requested, permit RBUESD Adjuster/Officer to question you under oath at such time as may be reasonably required about any matter relating to your personal property loss, including your books and records. In such event, your answers must be signed.
7. Complete a sworn statement of loss to settle the claim within sixty (60) calendar days from date of loss. RBUESD Adjuster will supply necessary forms.

Claims are subject to review by the Red Bluff Union Elementary School District, its excess insurance carrier, and their respective legal counsels.

APPENDIX D

CALENDAR

APPROVED

RED BLUFF UNION SCHOOL DISTRICT 2016-2017

Traditional

School Hours: 8:20 a.m. to 2:47 p.m.

| | M | T | W | Th | F |
|-----------|-----|-----|-------|-----|-----|
| July | | | | | 1 |
| | 4 | 5 | 6 | 7 | 8 |
| | 11 | 12 | 13 | 14 | 15 |
| | 18 | 19 | 20 | 21 | 22 |
| | 25 | 26 | 27 | 28 | 29 |
| August | 1 | 2 | 3 | 4 | 5 |
| | 8 | 9 | 10 | 11 | 12 |
| | 15 | 16 | 17* | 18 | 19 |
| | 22 | 23 | 24* | 25 | 26 |
| | 29 | 30 | 31* | | 16 |
| September | | | | 1 | 2 |
| | 5 | 6 | 7* | 8 | 9 |
| | 12 | 13 | 14* | 15 | 16 |
| | 19 | 20 | 21* | 22 | 23 |
| | 26* | 27* | 28* | 29* | 30* |
| | | | | | 21 |
| October | 3 | 4 | 5* | 6 | 7 |
| | 10 | 11 | 12* | 13 | 14 |
| | 17 | 18 | 19* | 20 | 21 |
| | 24 | 25 | 26* | 27 | 28 |
| | 31 | | | | 21 |
| November | | 1 | 2* | 3 | 4 |
| | 7 | 8 | 9* | 10 | 11 |
| | 14 | 15 | 16* | 17 | 18 |
| | 21 | 22 | 23 | 24 | 25 |
| | 28 | 29 | 30* | | 16 |
| December | | | | 1 | 2 |
| | 5 | 6 | 7* | 8 | 9 |
| | 12 | 13 | 14* | 15 | 16 |
| | 19 | 20 | 21*** | 22 | 23 |
| | 26 | 27 | 28 | 29 | 30 |
| | | | | | 15 |

| | M | T | W | Th | F |
|----------|-----|-----|-----|-----|-----|
| January | 2 | 3 | 4 | 5 | 6 |
| | 9 | 10 | 11* | 12 | 13 |
| | 16 | 17 | 18* | 19 | 20 |
| | 23* | 24* | 25* | 26* | 27* |
| | 30 | 31 | | | 15 |
| February | | | 1* | 2 | 3 |
| | 6 | 7 | 8* | 9 | 10 |
| | 13 | 14 | 15* | 16 | 17 |
| | 20 | 21 | 22 | 23 | 24 |
| | 27 | 28 | | | 15 |
| March | | | 1* | 2 | 3 |
| | 6 | 7 | 8* | 9 | 10 |
| | 13 | 14 | 15* | 16 | 17 |
| | 20 | 21 | 22* | 23 | 24 |
| | 27 | 28 | 29* | 30 | 31 |
| | | | | | 23 |
| April | 3 | 4 | 5* | 6 | 7 |
| | 10 | 11 | 12* | 13 | 14* |
| | 17 | 18 | 19 | 20 | 21 |
| | 24 | 25 | 26* | 27 | 28 |
| | | | | | 15 |
| May | 1 | 2 | 3* | 4 | 5 |
| | 8 | 9 | 10* | 11 | 12 |
| | 15 | 16 | 17* | 18 | 19 |
| | 22 | 23 | 24* | 25 | 26 |
| | 29 | 30 | 31* | | 22 |
| June | | | | | 2 |
| | 5 | 6 | 7 | 8 | 9 |
| | 12 | 13 | 14 | 15 | 16 |
| | 19 | 20 | 21 | 22 | 23 |
| | 26 | 27 | 28 | 29 | 30 |
| | | | | | 1 |

- Instruction Begins/Ends
- Staff Duty Day
- Local Holiday
- Legal Holiday
- Inservice Days- Aug 7, Dec 22, Jan 9

End of Trimesters: October 28
 March 3
 June 1

Conf Weeks: Sept 26 through Sept 30
 Jan. 23 through Jan 27

Instruction Days: 180
 All Staff: 3 Professional Development Days
 All Staff: 1 Duty Day

Instruction begins: August 10, 2016
 Instruction ends: June 1, 2017

Minimum Day/Parent Conferences Districtwide
 **= 12:45 p.m.
 Minimum Day/Pre-Holiday/Last day of School
 ***= 12:45 p.m.
 All Wednesdays-Early Release Dismissal
 * 12:45 p.m.

Board Approved June 14, 2016

APPENDIX E

**UNIT MEMBER'S REQUEST FOR
PERSONAL NECESSITY LEAVE**

Name _____ Position _____

Dates of Leave Requested:

From _____ to _____

Total Number of Working Days Off _____

Personal necessity leave is requested for the following reason(s):

_____ Date

_____ Signature of Applicant

Approved Disapproved

_____ Administrator

_____ Date



Final Action

Reason(s) for disapproval:

Approved Disapproved

_____ Administrator

_____ Date

APPENDIX F

RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT

VERIFICATION OF CONFERENCE - RE: CLASS SIZE

Size of Class: _____ *Date Class Exceeded Maximum*
Number of Students: _____

Date of Conference: _____

Summary of discussion and course of action to be followed:

Teacher's signature

Date

Principal's Signature

Date

Distribution: White: Teacher Pink: Principal Yellow: Superintendent

APPENDIX G
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
Professional Goals Form
 For Professional Growth Year (of the evaluation cycle)

Employee _____

Bidwell Jackson Heights

Assignment _____

Metteer Vista
 CDS

| PROFESSIONAL GOALS | <i>Options for Reporting</i> |
|---------------------------|--|
| 1 st Focus: | <input type="checkbox"/> Meet with the evaluator to reflect on goals <input type="checkbox"/> Submit a written "narrative" to site evaluator <input type="checkbox"/> Share learning(s) from goals during collaboration time |
| 2 nd Focus: | <input type="checkbox"/> Meet with the evaluator to reflect on goals <input type="checkbox"/> Submit a written "narrative" to site evaluator <input type="checkbox"/> Share learning(s) from goals during collaboration time |

| | |
|--|--|
| <p>Goal Conference Completed</p> <hr/> <p>Unit Member's Signature _____ Date _____</p> | <p>Goal Conference Completed</p> <hr/> <p>Evaluator's Signature _____ Date _____</p> |
|--|--|

APPENDIX G [a]
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
FORMAL EVALUATION STANDARDS SELECTION FORM

APPENDIX G(a)
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
FORMAL EVALUATION STANDARDS SELECTION FORM

Unit Member _____ Bidwell Jackson Heights
 Assignment _____ Metteer Vista CDS
 School Year _____

Directions:
 The unit member and the evaluator must each select on the lines below, a California Standards Teaching Profession (CSTP) Standard upon which the unit member will focus on during the formal evaluation year cited on this form. In addition a third standard is to be collaboratively selected, and mutually agreed upon by both the evaluator and the unit member. The form must then be signed and dated. A copy of the form shall be given to the unit member and this original shall become part of the summative evaluation document.

| | | |
|--|--|---|
| CSTP Standard Selected by Unit Member: Standard _____ | CSTP Standard Selected by Evaluator: Standard _____ | CSTP Standard Selected Collaboratively By Unit Member and Evaluator: Standard _____ |
| Unit Member's Signature _____ | | Date _____ |
| Evaluator's Signature _____ | | Date _____ |

APPENDIX H
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
CLASSROOM OBSERVATION

Employee _____

Bidwell

Jackson Heights

Assignment _____ Year 20 ____ - 20 ____

Metteer

Vista

CDS

PRE-OBSERVATION CONFERENCE: Area of focus for observation

POST OBSERVATION CONFERENCE: Observer's comments

Evaluatee's comments

Date of Post Conference

Evaluatee's signature

Observer's signature

Distribution:

White: Evaluator

Yellow: Evaluatee

Pink: Personnel File

APPENDIX I
SUMMATIVE EVALUATION

| Section 1-Criteria | Unsatisfactory* | Needs Improvement* | Meets Standards | Exceeds Standards | <p style="text-align: center;">RED BLUFF UNION SCHOOL DISTRICT SUMMATIVE EVALUATION</p> Year: 20 ____ - 20 ____ Employee Name _____ Assignment _____ <input type="checkbox"/> Bidwell <input type="checkbox"/> Jackson Heights <input type="checkbox"/> Metteer <input type="checkbox"/> Vista <input type="checkbox"/> CDS |
|--|--|--------------------|-----------------|-------------------|--|
| | Engaging and Supporting All Students in Learning | | | | |
| Creating and Maintaining an Effective Environment for Learning | | | | | |
| Understanding and Organizing Subject Matter Knowledge | | | | | |
| Planning, Designing and Delivering Learning Experiences for All Students | | | | | |
| Assessing Student Learning | | | | | |
| Developing as a Professional Educator Teachers | | | | | |

(*Each evaluation rating of Needs Improvement or Unsatisfactory will require an Improvement Plan.)

Distribution:

White: Evaluator

Yellow: Evaluatee

Pink: Personnel File

APPENDIX I
SUMMATIVE EVALUATION

SECTION 2 - Evaluator's Narrative

SECTION 3 - Recommendation

- | | |
|--|---|
| <input type="checkbox"/> Recommended for reemployment | <input type="checkbox"/> Not recommended for continued employment |
| <input type="checkbox"/> Recommended for second year probationary status | <input type="checkbox"/> Improvement plan required |
| <input type="checkbox"/> Recommended for tenure | |

SECTION 4 – Evaluatee’s Comments (see attached)

EVALUATOR

Title

Signature

Date

EVALUATEE

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature

Date

Distribution:

White: Evaluator

Yellow: Evaluatee

Pink: Personnel File

APPENDIX J
RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT
IMPROVEMENT PLAN

Unsatisfactory

Needs Improvement

Employee _____

Bidwell

Jackson Heights

Assignment _____

Year 20 ____ - 20 ____

Metteer

Vista

CDS

Describe areas of performance considered in need of improvement or unsatisfactory

Recommended means of improvement (include dates)

Suggested sources of assistance

EVALUATOR

Title

Signature

Date

EVALUATEE

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

Signature

Date

Distribution:

White: Evaluator

Yellow: Evaluatee

Pink: Personnel File



RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT

California Standards for the Teaching Profession

Rubric for Professional Growth and Evaluation

- Engaging and Supporting All Students in Learning
- Creating and Maintaining an Effective Environment for Learning
- Understanding and Organizing Subject Matter Knowledge
- Planning, Designing & Delivering Learning Experiences for All Students
 - Assessing Student Learning
 - Developing As a Professional Educator

California Standards for the Teaching Profession

Overview of the California Standards for the Teaching Profession (as modified for the use in Red Bluff Union Elementary School District)

| | |
|---|---|
| <p>Standard 1: Engaging and Supporting All Students in Learning</p> <p>Teachers...</p> <ul style="list-style-type: none"> 1.1 Connect students' prior knowledge, life experience and interests with classroom learning. 1.2 Use a variety of instructional strategies to respond to students' diverse needs. 1.3 Facilitate learning experiences that promote autonomy, interaction and choice. 1.4 Engage students in problem solving, critical thinking and other activities that make subject matter meaningful. 1.5 Promote self-directed, reflective learning of all students. | <p>Standard 4: Planning, Designing and Delivering Learning Experiences for All Students</p> <p>Teachers...</p> <ul style="list-style-type: none"> 4.1 Design long-term and individual lesson plans to foster and support student learning. 4.2 Value students' backgrounds, interests, languages, and developmental needs. 4.3 Establish and articulate student learning outcomes, consistent with <i>Content and Performance Standards</i>. 4.4 Sequence and use instructional time effectively. 4.5 Modify instructional plans to adjust for student needs. |
| <p>Standard 2: Creating and Maintaining an Effective Environment for Learning</p> <p>Teachers...</p> <ul style="list-style-type: none"> 2.1 Create a physical environment that engages all students. 2.2 Establish a learning environment that promotes fairness and respect. 2.3 Promote social development and group responsibility. 2.4 Establish and maintain standards for student behavior. 2.5 Plan and implement classroom procedures and routines that support student learning. | <p>Standard 5: Assessing Student Learning</p> <p>Teachers...</p> <ul style="list-style-type: none"> 5.1 Establish and communicate learning outcomes for students. 5.2 Use multiple sources of information to assess learning. 5.3 Involve and guide students in assessing their own learning. 5.4 Use results of assessment to guide instruction. 5.5 Communicate with students and families about progress. |
| <p>Standard 3: Understanding and Organizing Subject Matter Knowledge</p> <p>Teachers...</p> <ul style="list-style-type: none"> 3.1 Demonstrate knowledge of subject matter. 3.2 Organize curriculum to support student understanding of subject matter based on <i>Content and Performance Standards</i> and <i>Core Curriculum</i>. 3.3 Interrelate ideas and information within and across subject matter areas. 3.4 Develop student understanding through instructional strategies that are appropriate to the subject. 3.5 Use materials, resources, and technologies to make subject matter accessible and engaging to students. | <p>Standard 6: Developing as a Professional Educator</p> <p>Teachers...</p> <ul style="list-style-type: none"> 6.1 Reflect on teaching practices. 6.2 Work with families to foster collaboration and ensure student success. 6.3 Work with communities to foster collaboration and ensure student success. 6.4 Establish professional goals and pursue growth opportunities. 6.5 Work with colleagues to improve professional practice. 6.6 Share in responsibility for implementing school expectations, priorities, policies, and procedures. |

Standard 1: Engaging and Supporting All Students in Learning

| Unsatisfactory | | Needs Improvement | | Meets Standards | | Exceeds Standards | |
|--|---|--|--|-----------------|--|-------------------|--|
| Element 1.1: Connect students' prior knowledge, life experience and interest with classroom learning. | | | | | | | |
| The teacher makes few or no connections between the classroom learning and the students' prior knowledge, experiences, backgrounds, and perspectives. The teacher rarely elicits relevant student questions or comments during a lesson. | The teacher makes some connections between classroom learning and students' prior knowledge, experiences, or interests. The teacher elicits some questions from students during a lesson to monitor their understanding. | The teacher makes substantial connections between classroom learning and students' prior knowledge, experiences, and interests. Teacher elicits students' cultural, class, and ethnic perspectives, and uses students' questions and comments during a lesson to extend their understanding. | The teacher helps students make connections between classroom learning and their own prior knowledge and experiences. The teacher facilitates activities that focus on students' interests, experiences and diverse individual perspectives. The teacher adjusts instruction to enhance student voice. | | | | |
| Element 1.2: Use a variety of instructional strategies to respond to students' diverse needs. | | | | | | | |
| The teacher uses instructional strategies, but they lack variety, and are sometimes inappropriate to the students' learning needs. Few or no modifications are made to respond to students' individual needs. | The teacher uses 1-2 alternate instructional strategies that are appropriate to address the students' developmental needs, learning styles, and language needs. The teacher sometimes makes modifications through scaffolding to respond to students' individual needs. | The teacher uses a variety of instructional strategies to effectively address the students' developmental needs, learning styles, and language needs. The teacher consistently makes modifications to respond to students' individual needs. | The teacher engages students in a variety of learning experiences that accommodate different learning styles. Instructional strategies consistently address students' diverse needs and include adaptations, modifications and differentiations to meet students' individual needs. Students identify optimal strategies for their learning. | | | | |
| Element 1.3: Facilitate learning experiences that promote autonomy, interest and choice. | | | | | | | |
| The teacher directs the learning experiences, and student interactions are infrequent and limited. Student autonomy or choice is rarely encouraged. | The teacher usually directs the learning experiences, although s/he permits some student interaction. The teacher sometimes encourages student independence or choice. | The teacher facilitates the learning experiences to promote constructive student interactions, and to develop student decision-making responsibility through choices about learning, and the use of time and materials. | The teacher uses a variety of collaborative structures to promote interaction and student leadership in support of learning. Students regularly work independently and collaboratively, and manage their learning, time and materials. | | | | |
| Element 1.4: Engage students in problem solving, critical thinking and other activities that make subject matter meaningful | | | | | | | |
| The teacher provides few opportunities for students to problem solve, analyze, or investigate in lessons. Teacher encourages student questioning, but most are low order, fact based. | The teacher sometimes models and encourages opportunities for students to ask questions and solve problems within a subject, but seldom directly develops students' questioning skills. Teachers and students ask higher order questions occasionally. | The teacher regularly provides opportunities and support for students to engage in problem solving, and to explore diverse perspectives of concepts within a subject matter area. Students' questions are half higher order. Teacher scaffolds skill building for these activities. | The teacher frequently engages students in problem solving and higher-order question posing, and the investigation and critical analysis of diverse perspectives of concepts within a subject area. Students identify and explore their own interests to extend understanding of content. | | | | |
| Element 1.5: Promote self-directed, reflective learning in all students. | | | | | | | |
| The teacher provides few or no opportunities for students to initiate, make decisions about, or reflect upon their own learning. | The teacher usually directs the learning activities and provides some choices for student learning. S/he monitors student learning, and provides some opportunities for students to reflect individually on their learning. | The teacher supports students in developing the skills needed to monitor their own learning and make decisions during activities. Students use <i>Content & Performance Standards</i> and other criteria to assess their learning and discuss it with peers. | The teacher creates opportunities for all students to initiate their own learning and to monitor and describe their learning process and progress. Students use <i>Content & Performance Standards</i> and other criteria to assess their own and their peers' learning, and to set new learning and improvement goals. | | | | |

California Standards for the Teaching Profession

Standard 2: Creating and Maintaining an Effective Environment for Learning

| Unsatisfactory | | Needs Improvement | | Meets Standards | | Exceeds Standards | |
|--|---|--|--|-----------------|--|-------------------|--|
| Element 2.1: Create a physical environment that engages all students. | | | | | | | |
| The physical environment may have one or more safety hazards, and materials are difficult to access by students with special needs. There are few or no room displays and few or no student work products are observed. | The physical environment is usually clean and arranged for safety and accessibility for all students in the classroom. It facilitates individual student engagement in learning and access to necessary instructional materials. The teacher creates room displays which include some student work and are related to current topics of study. | The physical environment allows for group interaction and movement between activities, or different simultaneous activities. The teacher creates room displays, which contain key information, are used in learning activities and represent current topics of study. A variety of student work is regularly displayed and related to current topics of study. | The physical environment reflects, promotes, and supports student learning and responsibility. The teacher manages materials, technology, and resources to accommodate individual student needs, and promote positive interactions. Students help create room displays used in learning activities that represent current study topics. A variety of student work is regularly displayed, related to current study topics, and representative of all students. | | | | |
| Element 2.2: Establish a climate that promotes fairness and respect. | | | | | | | |
| Teacher has not established a classroom environment that promotes fairness or respect with regard to race, class, culture, language, sexual orientation, religion, or gender. Teacher responses to student behaviors are often unfair, inconsistent, or inequitable. | Teacher sometimes establishes a climate of caring, equity and respect. Teacher has developed relationships and rapport with students. The pattern of teacher response to students is usually fair, consistent, and equitable. Teacher usually acknowledges and shows respect for student race, class, sexual orientation, religion, culture, language, and/or gender. | The teacher models and promotes fairness, caring, equity, and respect. Teacher acknowledges and shows respect for student race, class, sexual orientation, religion, culture, language, and/or gender. The teacher encourages students to take risks and be creative. | The teacher actively responds to and respects diversity. She encourages, supports, and recognizes creativity, risk taking and unique contributions of all. The teacher's response to student behavior also demonstrates flexibility and adaptations as needed. | | | | |
| Element 2.3: Promote social development and group responsibility. | | | | | | | |
| The teacher does not actively support students' social development, self-esteem, or diversity. Students have little or no sense of responsibility for one another. Teacher rarely provides opportunities for students to work collaboratively. | Students respect each other's differences most of the time and work together fairly well. The teacher provides some opportunities for students to assume individual responsibility. The teacher sometimes provides opportunities for students to work collaboratively. | Students respect each other's differences and points of view. The teacher regularly provides opportunities for students to work independently and collaboratively, and to take responsibility for themselves and their peers. | The students effectively communicate and collaborate. Teacher helps students to develop and practice leadership skills, demonstrate responsibility, and to understand differences in experiences, feelings, and points of view. | | | | |
| Element 2.4: Establish and maintain standards for students behavior | | | | | | | |
| Few or no standards for behavior appear to have been established or enforced. The teacher's response to student behavior is inconsistent and often inappropriate. | The teacher attempts to establish and consistently enforces standards for behavior that are aligned with the school and district standards. The patterns of teacher responses to student behavior are generally appropriate, if limited in variety. | The teacher consistently models and maintains standards for behavior. The teacher's response to student behavior reflects a range of appropriate and effective responses. | The teacher establishes/maintains opportunities for students to share in decision-making, establishment of rules and conflict resolution. Teacher's response to student behavior reflects students' developmental and personal needs. | | | | |
| Element 2.5: Plan and implement classroom procedures and routines that support student learning. | | | | | | | |
| Classroom procedures and routines are not clearly established or effectively enforced, resulting in teacher and student confusion and loss of instructional time. Teacher rarely monitors or holds students accountable for being ready and on task. | Classroom procedures and routines usually work well. Teacher periodically clarifies or reinforces a procedure or timeline, with little loss of instructional time. Teacher sometimes monitors student readiness and time on task. | Procedures and routines work smoothly. Students can explain and follow classroom procedures and routines with no loss of instructional time. Students understand and follow directions with no loss of instructional time. Teacher holds all students accountable for time on task. | The teacher implements reasonable and flexible schedules and routines that promote student self-sufficiency. She modifies procedures and rules to support student learning. | | | | |

California Standards for the Teaching Profession

| Standard 3: Understanding and Organizing Subject Matter Knowledge | | | |
|---|--|--|---|
| Unsatisfactory Needs Improvement | | Meets Standards | |
| | | Exceeds Standards | |
| Element 3.1: Demonstrate knowledge of subject matter. | | | |
| The teacher's lack of knowledge of subject matter is frequently evident. Student learning outcomes are rarely evident, or rarely linked to subject knowledge. | The teacher has a clear, basic knowledge of subject matter and understands which skills and key concepts to teach. The teacher sometimes makes direct connections between subject knowledge and expected student outcomes. | The teacher's knowledge of subject matter has breadth and depth and incorporates key concepts and different perspectives. Teacher consistently and directly connects subject knowledge to student learning outcomes. | Teacher knowledge of content has depth, is current and consistently incorporates key concepts, themes, connections, and student learning outcomes. Teacher actively has students address a variety of perspectives in demonstrating depth of knowledge. |
| Element 3.2: Organize curriculum to support student understanding of subject matter based on the California Academic Content and Performance Standards | | | |
| The teacher rarely organizes the curriculum or incorporates key concepts, themes or skills; curriculum is often not directly connected to the Content and Performance Standards. Teacher may not encourage students to think critically. | The teacher sometimes organizes and designs curriculum based on essential, grade level appropriate CA Academic Content and Performance Standards, which results in students demonstrating understanding of key concepts within those standards. Teacher encourages critical thinking about standards. | The teacher clearly organizes and aligns curriculum to the CA Academic Content and Performance Standards. The curriculum design clearly focuses on key themes and concepts and facilitates standards based achievement. Teacher frequently engages students in critical thinking about standards. | The teacher builds curriculum that is developmental, demonstrates depth, and connects various concepts and themes. The CA Content and Performance Standards are used to plan and adapt instruction, and to create specific outcomes for all students, which include demonstrating critical, higher order thinking about the subject matter. |
| Element 3.3: Interrelate ideas and information within and across subject matter areas. | | | |
| The teacher rarely identifies or integrates key concepts and information when presenting curriculum. She rarely relates content to previous learning to enhance understanding. | The teacher usually identifies and connects the key concepts within the content being taught. She sometimes relates content to previous or future learning, other subject areas, and students' needs and experiences. | The teacher identifies and integrates for students the key concepts and information within the <i>Core Curriculum</i> , routinely makes connections to other subjects and routinely relates content to students' lives, previous and future learning. | The teacher routinely uses strategies and activities that integrate concepts and information within and across subject areas and <i>Standards</i> . She challenges students to make their own connections and extend and apply knowledge. |
| Element 3.4: Develop student understanding through instructional strategies that are appropriate to the subject. | | | |
| Instructional strategies are rarely matched appropriately to subject matter content or concepts and may not encourage students to think critically. | The teacher usually uses at least one appropriate instructional strategy from a larger repertoire to make content accessible to students. She encourages students to think critically and to extend their knowledge of the subject matter. | The teacher uses a variety of appropriate instructional strategies to make content accessible to students and develop understanding. She challenges and supports students to think critically and to extend their knowledge of subject matter. | The teacher selects from a wide variety of appropriate instructional strategies to address individual learning styles and needs so all students understand. She challenges and supports students to construct their own knowledge, think critically, and see relationships. |
| Element 3.5: Use materials, resources and technologies to make subject matter accessible and engaging to students. | | | |
| Instructional materials, resources and technologies are either not adequately used, or may be inaccessible to some students. Teacher makes little effort to locate supplementary materials, to reflect diverse perspectives or to relate to cultural or linguistic backgrounds of students. | The teacher sometimes uses varied instructional materials, resources, and technologies to convey key subject matter concepts, and sometimes provides opportunities for student use. Teacher locates or adapts some supplementary materials to reflect diverse perspectives, or to relate to cultural and linguistic backgrounds of students. | The teacher consistently uses varied instructional materials, resources, and technologies, including adaptive technologies if needed, to promote students' understanding of core content and standards. A rich variety of resources is consistently available to students and reflects diverse perspectives, experiences, and cultural and linguistic needs of students. | The teacher selects and uses a variety of instructional resources to organize curriculum, address learning styles, and promote student understanding. Students can independently access a variety of materials, resources, and technologies that reflect the diversity of the classroom and support students' learning needs and styles. |

RBUESD

8/17/2009

Standard 4: Planning, Designing and Delivering Learning Experience for All Students

| Unsatisfactory | | Needs Improvement | | Meets Standards | | Exceeds Standards | |
|---|--|--|---|-----------------|--|-------------------|--|
| Element 4.1: Design long-term and individual lesson places to foster support student learning | | | | | | | |
| Individual lesson plans rarely have effective structure or often lack some elements necessary for student learning. They rarely relate to a continuum of learning outcomes in a unit or long-range plan or make connections to other learning or content areas. | Individual lesson plans have a structure with pertinent lesson plan elements that will develop students' conceptual understanding and application of content knowledge. They fit within a unit or long range context. Provision for review and assessment may be inconsistently evident. | Individual lesson plans have all pertinent components, are well-sequenced, and build upon previous learning to promote understanding of content area concepts, and provide for review and assessment. Long-term plans are organized, coherent, and developmental. | Individual, weekly, unit, and long-term curriculum plans are organized, developmental in nature, and provide for review and assessment. They include opportunities for all students to access challenging and diverse content and apply learning in a variety of contexts. | | | | |
| Element 4.2: Value students' backgrounds, interests, languages and developmental needs. | | | | | | | |
| The teacher's instructional plans show limited reflection of students' backgrounds, experiences, interests, and developmental needs. | The teacher's lesson design sometimes uses information about students' backgrounds, experiences, language, and developmental needs. | The teacher's lesson design and instructional strategies consistently reflect backgrounds, experiences, interests, language, and developmental needs. The teacher utilizes appropriate adopted and supplementary instructional materials to address these needs. | The teacher solicits students' input for curriculum design which reflects their backgrounds, experiences, interests, and languages. Lessons challenge and extend students at their own physical, social, and academic developmental levels. | | | | |
| Element 4.3: Establish and articulate student learning outcomes, consistent with Content and Performance Standards. | | | | | | | |
| The teacher rarely establishes clear instructional learning outcomes, or aligns outcomes with standards. Expectations for students are usually low or unrealistic. | The teacher sometimes articulates student learning outcomes. Expectations for most students that are generally high and realistic. | The teacher clearly articulates short-term and long-term student learning outcomes that are challenging and represent <i>Content and Performance Standards</i> . Expectations for students are generally high and realistic. | The teacher consistently articulates how instructional activities are related to student learning outcomes and <i>Standards</i> . expectations promote achievement by all students at high levels. | | | | |
| Element 4.4: Sequence and use instructional time effectively. | | | | | | | |
| Pacing and time spent on learning activities is either rushed or too long. Transitions are rough or confusing. There is rarely an effective opening or closing to the lessons. | Instructional time is paced so that some students complete the learning activities. Transitions are used to move students into activities with little or no loss of instructional time. Lessons have a clear opening and closing. | Pacing and the time spent on lesson are appropriate to the activities and enable all students to engage successfully with the content. Transitions are efficient and smooth. Students have time to complete learning activities. Lesson opening and closing effectively engage students in learning. | Individual, weekly, unit, and long-term curriculum plans are paced so that all students have adequate time for learning, remain engaged, and have time for reflection and assessment. Beginning and closing activities make connections to previous learning connections to previous and future learning. | | | | |
| Element 4.5: Modify instructional plans to adjust for student needs. | | | | | | | |
| Instructional plans are rarely modified, adapted or differentiated in spite of evidence that modifications would improve student learning. | The teacher sometimes adapts instructional plans to address aspects of the lesson that were ineffective and some of the individual learning needs of the students. | The teacher adapts and modifies instruction to enhance student learning based on formal and informal assessment. The teacher uses strategies identified in pertinent assessment resources (IEP, CELT, Standardized Tests, etc.). | The teacher adapts plans, and modifies and differentiates instruction, to ensure opportunities for ALL students to successfully participate in learning activities. Teacher revises plans and instructional practices based upon on-going assessment. | | | | |

Standard 5: Assessing Student Learning

| Unsatisfactory | | Needs Improvement | Meets Standards | Exceeds Standards |
|---|--|---|---|-------------------|
| Element 5.1: Establish and communicate learning outcomes for students | | | | |
| There are few or no student learning outcomes established or clearly communicated to students or families. | The teacher establishes expected learning outcomes for students based on <i>Core Curriculum and Standards</i> . Teacher sometimes communicates student learning outcomes and a clearly defined grading system to students and families. | The teacher establishes student learning outcomes based on the <i>Core Curriculum and Standards</i> . Teacher communicates the outcomes to all students and their families, and revises them as needed. The grading system is aligned with the outcomes and relevant <i>Standards</i> and clearly described to students and families. | The teacher uses the <i>CA Academic Standards</i> to guide and modify specific student learning outcomes, ensuring that outcomes are appropriate to students' developmental, language, or other special needs. The grading system is designed to provide ongoing feedback on student progress toward. | |
| Element 5.2: Use multiple sources of information to assess learning. | | | | |
| The teacher does not regularly use appropriate data or strategies to monitor and assess student learning and achievements. | The teacher regularly uses one or two appropriate sources of information and strategies to monitor student progress and assess student learning. | The teacher uses more than 2 appropriate assessment strategies to monitor and assess student progress on an ongoing basis, including formative and summative assessment. Assessment strategies are aligned to <i>CA Academic Standards</i> . | The teacher uses a wide variety of assessment strategies aligned with <i>CA Academic Standards</i> . The teacher uses student work to reflect upon and modify assessment strategies and adapt instruction. | |
| Element 5.3: Involve and guide students in assessing their own learning. | | | | |
| The teacher rarely provides opportunities for students to reflect on or assess their own work. | The teacher encourages and guides student reflection during some learning activities. The teacher provides some opportunities for students to discuss and assess their work with peers. | The teacher includes student reflection and self-assessment in most learning activities. The teacher has established <i>Performance Standards</i> , and teaches a variety of tools to help students assess and reflect upon their own work as well as discuss it with their peers. | The teacher uses assessment to help students understand and articulate their learning process. She uses reflective tools including rubrics and portfolios, that help students assess, monitor, and reflect upon their own work as well as discuss work with peers. | |
| Element 5.4: Use results of assessment to guide instruction. | | | | |
| The teacher rarely uses results of assessment to plan, guide, or adjust instruction. | The teacher uses information from one or two assessment sources to plan learning activities, but not necessarily to adjust instruction during a lesson. | The teacher uses information from more than two sources of assessment to plan and modify learning activities as well as to adjust instruction during a lesson to meet class and individual needs. | The teacher uses ongoing formal and informal assessments to guide planning and adjust instruction. Assessment data is used to address individual student needs and prepare individual education plans. | |
| Element 5.5: Communicate with students and families about progress. | | | | |
| The teacher provides little or no information about student progress to students and their families, aside from report card grades. | The teacher provides information about student learning to most students and families to promote understanding and academic progress. This information may be at the end of the grading period or in response to learning difficulties exhibited by the student. | The teacher regularly provides all students with information about their learning. The teacher regularly exchanges information about student learning with students and families, using more than one method of communication. This communication may occur as ongoing progress reports or reviews of student work. | The teacher provides all students, and their families with ongoing information about their progress towards learning outcomes and relevant <i>Standards</i> . Students and their families frequently discuss academic and social progress with the teacher, based on a variety of assessments. | |

California Standards for the Teaching Profession

Standard 6: Developing as a Professional Educator

| Unsatisfactory | | Needs Improvement | | Meets Standards | | Exceeds Standards | |
|---|--|--|--|-----------------|--|-------------------|--|
| Element 6.1: Reflect upon teaching practices | | | | | | | |
| The teacher does not demonstrate reflection on his/her practices. The teacher does not make professional development growth plans based on analysis of school priorities and objectives and student need. | The teacher reviews student work and examines the results of his/her teaching in relation to student achievement and performance. Professional development growth plans may not be related to the review of teacher's own practices. | The teacher reflects on student work and achievement in designing his/her professional growth plans. The Professional Growth Plan is related to the teacher's instructional practices and content expertise. | The teacher assesses own growth over time by analyzing his/her practices related to student learning. The teacher makes Professional Growth Plans and decisions based on individual and collaborative reflection and analysis of student work. | | | | |
| Element 6.2: Work with families to foster collaboration and ensure student success. | | | | | | | |
| The teacher does not use families as a source of information about students, actively communicate with families, or involve them in opportunities for student learning. | The teacher provides periodic communication to families about student learning and achievement. The teacher does not engage families in learning opportunities at school. | The teacher engages families in two-way communication as a source of information related to student needs. Families are engaged in school activities for students and to enhance their own learning to support students. | The teacher promotes interactions with all families, and responds to their concerns about student progress. S/he provides opportunities for all families to participate in classroom and school activities and learning opportunities. | | | | |
| Element 6.3: Work with communities to foster collaboration and ensure student success. | | | | | | | |
| The teacher does not actively utilize or work with community services, businesses, agencies or universities to enhance student learning or improve his/her own professional knowledge. | The teacher uses 1-2 community services or agencies to provide support to students in identified areas. The teacher seeks greater understanding of students' community and life experiences. | The teacher uses a variety of school and community services to support student learning and personal areas of need. The teacher seeks greater understanding of students personal, cultural, language and learning strengths, and individual areas of need. | The teacher promotes school/community collaboration. She identifies and uses community services and resources to benefit students and families. The teacher uses community-based experiences to support student learning and help address their needs. | | | | |
| Element 6.4: Establish professional goals and pursue growth opportunities. | | | | | | | |
| The teacher does not engage in ongoing learning opportunities or participate in school or district professional development opportunities. | The teacher rarely participates in school-based and/or district offered professional development activities. | The teacher participates in a variety of school and district professional development activities aligned with school priorities, personal growth goals, and the identified needs of students. | The teacher establishes professional goals and pursues continuous professional growth. She refines skills and strategies, uses research, resources and engages in opportunities such as peer support, coaching, or mentoring to increase understanding of teaching and learning. | | | | |
| 6.5 Work with colleagues to improve professional practice. | | | | | | | |
| The teacher rarely collaborates with colleagues in meeting to improve professional practice, or to implement school, department, or grade level activities. | The teacher sometimes collaborates and works with colleagues in grade level and/or content areas to ensure that all students' diverse learning needs are met. | The teacher also actively collaborates with colleagues in school-wide activities to promote student learning. S/he works with others to solve problems and address school goals and objectives. | The teacher maintains positive relationships with others, takes leadership roles in the school, district or professional organizations. S/he actively seeks to solve problems, resolve conflicts, and advance common school goals. | | | | |
| Element 6.6: Share in responsibility for implementing school expectations, priorities, policies, and procedures. | | | | | | | |
| The teacher does not meet basic professional expectations to follow procedures or participate in required teacher activities. | The teacher participates in 1 or 2 school wide activities, meets basic professional expectations, and follows procedures and policies including timely record keeping, attendance, grading, and enforcement of school regulations. | The teacher participates in most school wide activities, meets professional expectations, and follows procedures and policies including timely record keeping, attendance, grading, and enforcement of school regulations. | The teacher regularly exhibits leadership in support of school and student needs. The teacher models professional expectations including active contributions to school planning, and school programs. | | | | |

RBUESD

8/17/2009

APPENDIX L

**Red Bluff Union Elementary School District
Level I: Immediate Supervisor Grievance Form**

Name: _____ School Site: _____

Date Filed: _____ Assignment: _____

A. Date of incident giving rise to grievance: _____

B. Statement of grievance (include reference to Contract Article(s) involved:

C. Relief Sought:

Signature of Grievant

Date: _____

D. Decision of the Supervisor:

Supervisor's Signature

Date: _____

APPENDIX M

**Red Bluff Union Elementary School District
Level II: Superintendent’s Level Grievance Form**

Level I Grievance Attached

Name: _____ School Site: _____

Date of Level I Supervisor’s Response: _____

Date of Appeal: _____

A. Reason for Appeal:

B. Relief Sought:

Signature of GrievantDate

C. Decision of the Superintendent:

Superintendent’s SignatureDate

APPENDIX N

**Red Bluff Union Elementary School District
Level III: Board Level Grievance Form**

Level I and II Grievances and Responses Attached

Name: _____ School Site: _____

Date of Level II Superintendent's Response: _____

Date of Appeal: _____

D. Reason for Appeal:

E. Relief Sought:

| | |
|-----------------------|-------|
| _____ | _____ |
| Signature of Grievant | Date |

F. Date of meeting with Board: _____

G. Decision of the Board:

| | |
|-------------------------------------|-------|
| _____ | _____ |
| Representative of Board's Signature | Date |

APPENDIX O

**Red Bluff Union Elementary School District
Level IV: Binding Arbitration Grievance Form**

Level IV: Arbitration

A. I hereby request that the Red Bluff Elementary Educators Association submit my grievance to arbitration.

_____ Signature of Grievant _____ Date

B. The Red Bluff Elementary Educators Association's decision is:

_____ to submit _____ not to submit this grievance to arbitration

_____ Signature of President _____ Date

C. Arbitration:

Date submitted: _____

Name of Arbitrator: _____

Decision of Arbitrator:

_____ Signature of Arbitrator on Report _____ Date

APPENDIX P

2015-2016

RED BLUFF UNION SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE - ANNUAL

| Column Step | BA + up to 44 Units CLASS A (Formerly D) | BA + 45-59 Units CLASS B (Formerly E) | BA + 60-71 Units CLASS C (Formerly F) | BA + 72 Units CLASS D (Formerly G & H) |
|-------------|---|--|--|---|
| 1 | 42,876 | 43,733 | 45,373 | 47,075 |
| 2 | 44,055 | 44,936 | 46,621 | 48,370 |
| 3 | 45,267 | 46,172 | 47,903 | 49,700 |
| 4 | 46,511 | 47,442 | 49,221 | 51,066 |
| 5 | 47,790 | 48,746 | 50,574 | 52,471 |
| 6 | 49,105 | 50,087 | 51,965 | 53,914 |
| 7 | 50,455 | 51,464 | 53,394 | 55,396 |
| 8 | 51,843 | 52,879 | 54,862 | 56,920 |
| 9 | 53,268 | 54,334 | 56,371 | 58,485 |
| 10 | 54,733 | 55,828 | 57,921 | 60,093 |
| 11 | 56,238 | 57,363 | 59,514 | 61,746 |
| 12-13 | | | 61,746 | 65,451 |
| 14-15 | | | | 68,396 |
| 16-17 | | | | 71,474 |
| 18-20 | | | | 75,048 |
| 21-24 | | | | 77,404 |
| 25 + | | | | 79,889 |

This schedule reflects a 3.5% increase effective July 1, 2015

Based on 184 day school calendar

| | | |
|-----------------|----|----------|
| Masters Stipend | \$ | 1,000.00 |
| Anytime Rate | \$ | 42.88 |

Revised: 12/91; 4/96; 6/96; 5/97; 11/98; 11/00; 12/04; 4/05; 5/07, 1/09, 1/10, 7/12, 8/12, 6/13, 1/14, 6/15

APPENDIX Q

Certificated Supplemental Instructional Programs

Dates, times, and sites for the Supplemental Instructional Programs shall be listed here. Duty days and prep day shall be delineated here. Instruction day beginning and ending time delineated here.

The Red Bluff Union Elementary School District announces the following staffing needs:

Positions:

Qualifications: Credential, certification, NCLB

Salary: Hourly Contract Rate (Anytime Rate-Appendix P)

Selection: By Administrative review

Deadline for submitting application: Date

Name:

Site:

Preferred grade level or subject:

Phone:

Qualifications: Please indicate your specific qualifications that have prepared you to work with Supplemental Instructional Programs students. Examples: Previous experience, summer programs, course work, workshops, and any other factor you feel will be of value to those selecting the Supplemental Instructional Programs staff.

RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT

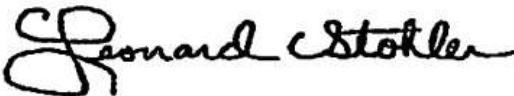
MEMORANDUM OF AGREEMENT

The parties shall continue the joint management/unit member committee (District Leadership/Strand Teams) to plan and coordinate the continued implementation of the District Assistance Intervention Teams (DAIT), subject to the following provisions:

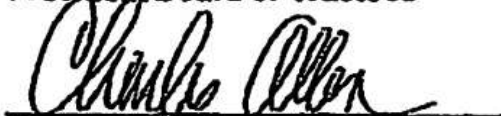
1. Participation on the committee by unit members shall be voluntary.
2. Commencing with the signing of this Agreement, the committee shall include an appropriate cross section of unit members (based upon the task of the committee), who shall be jointly selected by the Association and the District.
2. The committee shall meet during the workday (preferably not during collaboration time) or be compensated pursuant to contract Article VI: Salaries- Committee Assignments. In lieu of such cash compensation, unit members may elect to receive compensatory time at the rate of one day for each 7.5 hours of committee meetings attended. Such compensatory time shall be as approved by the site principal.

Aspects of DAIT that are within the lawful scope of representation (such as modification of job descriptions and increase in work hours of unit members) shall be referred to the bargaining representatives of the parties.

**RED BLUFF UNION ELEMENTARY
SCHOOL DISTRICT**



President Board of Trustees



Superintendent

**RED BLUFF ELEMENTARY
EDUCATORS ASSOCIATION**



President



Negotiations Team Chair

Signed February 10, 2009

RED BLUFF UNION ELEMENTARY SCHOOL DISTRICT

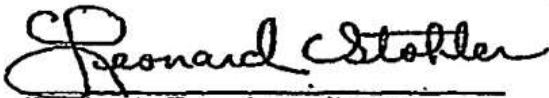
MEMORANDUM OF AGREEMENT

The parties shall form a joint management/unit member committee of up to four District management and up to four unit members to plan, coordinate and implement the District Response to Intervention (Rti), subject to the following provisions:

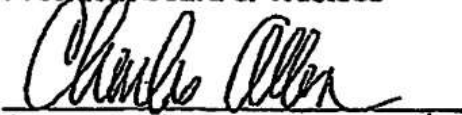
1. Participation on the committee by unit members shall be voluntary.
2. The committee shall include an appropriate cross section of unit members (based upon the task of the committee), who shall be jointly selected by the Association and District.
3. The committee shall meet during the workday (preferably not during collaboration time) or be compensated pursuant to contract Article VI: Salaries- Committee Assignments. In lieu of such cash compensation, unit members may elect to receive compensatory time at the rate of one day for each 7.5 hours of committee meetings attended. Such compensatory time shall be as approved by the site principal.

Aspects of Rti that are within the lawful scope of representation (such as modification of job descriptions, increase in work hours of unit members and other specific impacts on unit members of negotiable matters) shall be referred to the bargaining representatives of the parties.

**RED BLUFF UNION ELEMENTARY
SCHOOL DISTRICT**

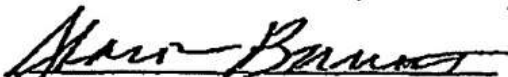


President Board of Trustees



Superintendent

**RED BLUFF ELEMENTARY
EDUCATORS ASSOCIATION**



President



Negotiations Team Chair

Signed February 10, 2009