



AGREEMENT BETWEEN

PALO VERDE UNIFIED
SCHOOL DISTRICT

AND

PALO VERDE TEACHERS
ASSOCIATION

July 1, 2022 through June 30, 2025

"Equal Opportunity/ Affirmative Action Employer; Women, Minorities, Disabled are encouraged to apply"

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Regular Classroom Teacher
Special Education Teacher
Teacher on a Special Assignment
Work Experience Coordinator
Director of Student Activities
Athletic Director

Management
Superintendent
Director of Human Resources
Building Principal
Vice-Principal
Director of Special Education
Psychologist
Speech Pathologist
Head Counselor
Librarian
Counselor
School Nurse
Coordinator of Child Welfare and Attendance
Coordinator of Head Start
Director of Business Svc.
Director of Curriculum & Instruction

Substitute Teachers
Employees working two hours or less per day

The Career Technical Education Coordinator becomes management when the position of nator becomes a 50% position; otherwise the person is classified as a classroom teacher.

After signing in at the school site office, authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times outside of regular working hours, excluding lunch period, when it does not interfere with the educational process and/or programs.

4. Release Time

4.1 There will be made available to the Association a yearly total of ten days of leave for use of their designated representative(s) to attend official meetings scheduled by the state headquarters, conferences scheduled by the state headquarters, and PERB hearings at the discretion of the Association at a cost to the Association of the substitute-rate for each of the ten days used.

4.2 The President or the President's designee will have ten additional days of leave at the cost of the District. Unit members who use any of the twenty (20) days of Association leave at the direction of the Association shall not have those days deducted from their individual days of leave.

4.3 Bargaining Team members shall be provided a reasonable amount of release time for negotiations and negotiations preparation at no loss of salary or other benefits.

5. New Hire Orientation

5.1 The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president as soon as practical after the date is set.

5.2 The Association shall be provided no less than twenty (20) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations meetings. District administration will not be present at the orientation meeting during the Association's time unless mutually agreed upon. Onboarding meetings are much shorter and less formal than orientations. The Association will be provided notice of and access to these meetings.

5.3 The Association is entitled to invite approved vendors and CTA staff to the Association portion of new bargaining unit member orientations and will have access to District audio visual equipment for Association presentations.

6. Access to Member Information

6.1 The following information for new bargaining unit members shall be delivered to the Association president no later than 30 days after the date of hire:

1. Name

2. Job title

3. Department
4. Work Location
5. Work phone number

6.2 The District shall also provide, if this information has been provided to the District and if the Employee has not opted out of sharing certain information pursuant to Government code 6254.3(c).

1. Home Address
2. Phone Numbers – home and cellular
3. Personal (non-District) email addresses

7. Bargaining Unit Member Information

7.1 In addition, by September 1st, January 1st and May 1st of each school year, the District shall deliver to the Association president the following information in an Excel file, for all bargaining unit members:

1. Name
2. Job title
3. Department
4. Work Location
5. Work phone number
6. Work site
7. Job Title
8. Date of Hire
9. Seniority Date
10. Full time equivalent (FTE) status

The January 1st report shall also include:

11. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
12. Type of Credential (i.e., Clear, Preliminary, College Internship, etc.)
13. Grade Level/Assignment

7.2 The District shall also provide, if this information has been provided to the District and if the Employee has not opted out of sharing certain information pursuant to Government code 6254.3(c).

1. Home Address
2. Phone Numbers – home and cellular

1 3. Personal (non-District) email addresses
2

3 **ARTICLE IV**

4 **LEAVES**

5 Various forms of leave are specifically provided in this Agreement, most of which qualify for
6 continuance of salary during the period of leave. Some are allowable but without pay. If a unit
7 member is absent for a reason other than those specified, a full day's pay for each day of such
8 absence will be deducted from the unit member's salary. A day's pay for unit member will be the
9 annual salary of the individual divided by the number of days in the legal definition of the school
10 year or period of annual contract as provided in the Education Code and District Policy, unless the
11 form of assignment and contract identifies a daily rate.

12 Unless otherwise specified, the lengths of the time allowed for the various forms of leave are
13 provided for regular full-time unit members. Unit members serving less than full-time five days a
14 week shall be entitled to a pro-rata allotment of leave time under the various forms of leave.

15 Leave without pay for any reason not coming under the provisions of those specified by
16 contract may be granted upon request of a unit member at the discretion of the building administrator
17 or other supervisor subject to approval of the Superintendent.

18 **Sick Leave:** Any regular full-time unit member shall be entitled annually to sick leave for
19 absence occasioned by personal illness, injury, or necessary consultation and/or treatment by
20 generally recognized medical practitioners in connection with such illness or injury. Said leave shall
21 be a maximum of ten (10) days annually for unit members serving under certificated standard or ten-
22 month contracts, eleven days for those serving under the certificated eleven-month contract, and
23 twelve days for those serving under the certificated twelve-month contract. If a unit member is
24 absent for a half-day or less, a half-day will be deducted from sick leave. If a unit member is absent
25 for more than a half-day, a full day of leave will be deducted. In addition, any unit member serving
26 under a standard or ten-month contract in either the school year prior to or the school year
27 subsequent, who teaches during a summer school sessions, shall be entitled to one additional day of
28 such leave annually with the right to use any leave accrued under this policy being applicable during
29 summer sessions, on the basis that one-half day of personal illness leave may be applied to absence
30 from each day of summer session (usual four (4) hour day).

31 A unit member, with prior administrative approval, may be absent for no more than two (2)
32 hours with coverage from another unit member or unit members. Unit member(s) may voluntarily

1 and without pay, substitute during their prep period at the request of another member for such
2 purpose.

3 To achieve the intent of this policy, unit members are encouraged, particularly in the area of
4 personal illness, to seek medical diagnosis, advice and therapy promptly and to utilize the provisions
5 of this form of leave for their own well being as well as for that of students and other staff members.
6 The District recognizes further in the area of illness the temporary periods of high emotional stress or
7 mental agitation occasioned by seriously disturbing incidents in the life of a unit member are a form
8 of personal illness that can be as detrimental to job performance as any physical infection or ailment.
9 The utilization of personal illness leave for such conditions is authorized, with expectation that
10 reasonable constraints and limits on such use will be supplied by the integrity of the unit member in
11 consultation with his supervisor or other District Administrative personnel.

12 Unit members shall enter their absence to the District's automated attendance system as soon
13 as possible so a substitute teacher can be secured. An employee must notify the District no less than
14 two (2) hours prior to the start of the employee's workday unless the employee is
15 medically/physically unable to do so.

16 A unit member granted leave under this policy shall be entitled to full pay during the absence
17 to which he would have been entitled if not absent from his assignment, subject to the following
18 limitations:

19 1. For any period of leave under this policy, full pay shall be granted to a unit member up to
20 the number of days accumulated, as provided by law, as of the end of that current school year in
21 which the leave commences, provided that such leave may not extend beyond the end of that current
22 school year without review by the Board.

23 2. For Extended Sick Leave, any unit member shall be entitled to a maximum of five (5)
24 school month's non-accumulated sick leave, subject to the following provisions (E.C. 44977):

- 25 a. Sick leave, including accumulated sick leave and the five-month period shall run
26 consecutively.
- 27 b. An employee shall not be provided more than one five-month period per illness or
28 accident. However, if a school year terminates before the five-month period is
29 exhausted, the employee may take the balance of the five-month period in a
30 subsequent school year.
- 31 c. For the period of absence covered by the days of non-accumulated leave the unit
32 member shall receive the difference between the regular salary and the sum which is

1 actually paid a substitute employee to fill the position during absence or, if no
2 substitute was employed, the amount which would have been paid to the substitute had
3 one been employed.

- 4 d. If the days of extended sick leave total or exceed ten (10) work days, the unit member
5 is required to present written medical verification pursuant to this provision, signed by
6 a medical provider, stating that the unit member's return to duty does not present a
7 liability to the unit member or others.

8 3. Disability leave connected with or resulting from pregnancy shall be charged to unit
9 member's accumulated sick leave at the election of the unit member. Disabilities under this section
10 shall be:

- 11 a. Diagnosed and verified in writing to supervisor by recognized medical practitioner or
12 health consultant.
- 13 b. Communication in writing must include unit member's name, name of medical
14 practitioner or health consultant, business address and phone number, as well as the
15 estimated time the unit member will be unable to perform regular duties and beginning
16 date of disability leave.
- 17 c. The benefits of this section only apply to the verified dates of disability. The before
18 and after dates will be defined as the school days scheduled before and after the
19 disability.

20 **Authorized Leave Verification:** The District may, when it has reason to believe a unit
21 member is misusing leave, require that written medical verification, signed by a medical provider, of
22 illness or injury for any day or days of extended sick leave taken be presented. Additionally,
23 verification may be sought under the following circumstances:

- 24 A. Upon the third (3) consecutive day of absence, the immediate supervisor may request a unit
25 member to present written medical verification of the illness or injury and/or authorization to
26 return to work; and/or
- 27 B. When a unit member has run out of all sick leave, the immediate supervisor may request a
28 unit member to present written medical verification of the illness or injury and/or
29 authorization to return to work.

30 Medical verification shall be submitted to the immediate supervisor.

1 If just cause exists because of misuse of leave, the District may take appropriate disciplinary
2 action. If the District requests additional medical verification, the medical expenses incurred in the
3 verification of the legitimate use of leave shall be borne by the District.

4 **Personal Necessity Leave:** Employees may use at their election accumulated sick leave not
5 to exceed seven (7) days per year for cases of personal necessity for the following reasons, using the
6 procedures below:

7 1. **Personal Necessity not requiring advance permission to be absent from duty:**

- 8 a. Death or serious illness of a member of his/her immediate family (definition of
9 immediate family contained in Education Code 44985).
10 b. Accident involving their person or property or the person/property of their
11 immediate family.

12 2. **Personal Necessity requiring advance permission before being absent from duty:**

- 13 a. Appearance in any court or before any administrative tribunal as a witness under
14 subpoena or other agency order made with jurisdiction. If the unit member can
15 reasonably return to his/her assignment for at least half a day or be present half a
16 day before leaving to appear, the employee is expected to do so. (In the event a
17 substitute teacher is employed to cover the absence, the building administrator
18 may utilize the teacher for other professional duties for the half day).
19 b. Delay in returning to work because of unavoidable circumstances (flood, storm,
20 vehicle breakdown, public transportation delay), unless the employee is not in a
21 position to give advance notice.
22 c. Early departure at the end of a contract year or late return at the beginning of a
23 contract year because of scheduled college attendance (late summer session, NSF
24 Workshop, etc.) or because of professional growth travel where the entire tour or
25 to and from transportation arrangements are under organization auspices (NEA
26 Travel Tours, etc.). This leave is subject to the written approval of the
27 Superintendent and at his/her discretion.
28 d. Personal business not to exceed four (4) days per year. It is the purpose of this
29 provision to provide employees leave for personal business. In order to take
30 personal business leave a written request must be made at least 48 hours in
31 advance. The leave may not be taken the first five school days or the last five
32 school days of any school year or the day before or after a holiday or vacation

1 unless approved by the Superintendent or designee. The district shall not require
2 employees to state reasons for personal business leave. The building administrator
3 shall have the right to refuse the request when too many unit members request to
4 use the same day.

5 A unit member, with prior administrative approval, may be absent for no more than two (2)
6 hours with coverage from another unit member or unit members. Unit member(s) may voluntarily
7 and without pay, substitute during their prep period at the request of another member for such
8 purpose.

9 **Family Illness:** Any regular full-time unit member shall be allowed annually (non-
10 cumulative) up to five (5) days of leave with full pay in the event that serious illness or injury
11 incurred by a member of the unit member's family requires the immediate and actual presence of the
12 unit member with the ill or injured person. For purposes of this policy section, "family" shall include
13 only mother, father, husband, wife, domestic partner (registered or unregistered) as long as the
14 domestic partnership meets the requirements of the California Family Code section 297, son,
15 daughter, brother, sister, mother-in-law, or father-in-law of the unit member, or any relative of the
16 unit member or of the spouse/domestic partner per the above definition of the unit member living in
17 the immediate household of the unit member. Any such days of leave taken under this Article shall
18 be charged to and deducted from the unit member's full pay days of accumulated sick leave.

19 **Bereavement:** Any regular full-time unit member shall be entitled to five (5) days leave of
20 absence with full pay in the event of the death of a member of an immediate family member as
21 defined in Education code Section 44985, (i.e., mother, father, grandmother, grandfather, Or a
22 grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law,
23 daughter, daughter-in-law, brother, or sister of the employee, or any other relative living in the
24 immediate household of the employee.), "Immediate family member" shall also include domestic
25 partner, (as defined by California Family Code section 297), in-laws, aunts, uncles, nieces, nephews
26 or a person who has acted "in loco parentis" to the unit member or the spouse of the unit member.
27 Up to three (3) days, additional leave will be granted if the travel distance exceeds 300 miles one way
28 to attend or arrange for the funeral. Proof of need for leave and/or travel distance may be required to
29 be submitted to the immediate site supervisor, if requested.

30 **Judicial and Official Appearances:** Any regular full-time member shall be entitled annually
31 (non-cumulative) to a maximum of three days leave for the purpose of appearing as a witness in court

1 other than as a litigant or to respond to an official order from another governmental jurisdiction for
2 reasons not brought about through the connivance or misconduct of the unit member.

3 Any regular full-time unit member shall be entitled to serve when called for required jury duty
4 in the manner provided by law.

5 During the normal working day, those unit members required to appear for jury duty within
6 the city limits of Blythe will return to the work site to perform their regular duties within thirty (30)
7 minutes of release by the court unless said release is after 2:00 p.m.

8 Leaves provided under this section shall be granted with pay for the unit member up to the
9 amount of the difference between the unit member's regular earnings for the period covered by the
10 leave and any amount he/she receives for juror or witness fees. This does not apply to transportation
11 or living expenses which may be paid to the unit member in connection with service as a juror or
12 witness.

13 **Quarantine:** Any regular full-time unit member shall be entitled to leave with full pay
14 subject to limitations below for absence from duty because of quarantine which results from his
15 contact with other persons having a contagious disease while performing his duties, or because of
16 temporary inability to perform the services required of him because of said quarantine.

17 If the period of quarantine extends beyond 60 days during which the schools of the District
18 are required to be in session or when the unit member would otherwise have been performing work
19 for the District in any one fiscal year, the unit member shall be entitled to salary in any given month
20 which shall be the difference between the amount due him for that month and the amount actually
21 paid a substitute employee employed to fill his position during his absence for that time exceeding 60
22 days.

23 This section applies only to quarantine of the unit member. If subsequent to the unit member
24 being placed on leave for quarantine, the unit member contracts an illness as a result of exposure to
25 the contagious disease, the leave for quarantine shall be terminated and the provisions of personal
26 illness leave policy shall become effective.

27 **Industrial Accident or Job-Incurred Illness:**

28 1. Allowable leave for each industrial accident or illness shall be for the number of days of
29 temporary disability, and shall be limited to sixty (60) days during which the schools of the District
30 are required to be in session or when the unit member would otherwise have been performing work
31 for the District in any one fiscal year for the same accident.

1 2. Upon termination of the industrial accident or illness leave, the unit member shall be
2 entitled to the benefits provided for such leave and his absence for such purpose shall be deemed to
3 have commenced on the day of termination of the industrial accident or illness leave, provided that if
4 the unit member continues to receive temporary disability indemnity, he may elect to take as much of
5 his accumulated sick leave, which when added to his temporary sick leave indemnity will result in
6 payment to him of not more than his full salary.

7 3. Allowable leave shall not be accumulated from year to year.

8 4. The leave under these rules and regulations shall commence on the first day of absence.

9 5. When a unit member is absent from his duties on account of industrial accident or illness,
10 he shall be paid such portion of the salary due him for any month in which absence occurs, as when
11 added to his temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will
12 result in payment to him of not more than his full salary.

13 6. Industrial accident or illness leave shall be reduced by one day for each day of authorized
14 absence regardless of a temporary disability indemnity award.

15 7. When an industrial accident or illness leave overlaps into the next fiscal year, the unit
16 member shall be entitled to only the amount of unused leave due him for the same illness or injury.

17 8. During any paid leave of absence, the unit member shall endorse to the District the
18 temporary disability indemnity checks received on account of his industrial accident or illness. The
19 District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit
20 member's salary and shall deduct normal retirement and other authorized contributions.

21 9. Any unit member receiving benefits as a result of these rules and regulations shall, during
22 period of injury or illness, remain within the State of California unless the Governing Board
23 authorizes travel outside the state.

24 **Long-Term Leaves:** A unit member, upon written request, may be granted a long-term leave
25 of absence by the Board. No such leave of absence may be extended beyond twelve months, except
26 by renewal by the Board. Long-term leaves shall, as much as possible, be coincident with one
27 regular school or fiscal year.

28 Except as may be required by law, long-term leave will not normally be granted to a
29 probationary unit member.

30 Such leave shall not constitute a break in continuity of service, but the period of leave shall
31 not be considered as employment for the various purposes of computing cumulative years of service
32 in the District, including advancement on any salary schedule.

1 Upon expiration of the leave the unit member shall be reinstated in the position held by him
2 prior to the leave or in a position comparable in responsibility, there being no assurance implied
3 herein of return to an exact assignment held prior to the leave. The Board reserves the right, herein of
4 return to an exact assignment held prior to the leave. The Board reserves the right, subject to
5 applicable provisions of the law, to make such change in position assignment of the unit member
6 upon his return from leave that will best serve the interests of the District.

7 **Maternity Leave:** The governing board shall provide for leave of absence from duty for any
8 certificated employee of the district who is required to be absent from duties because of pregnancy,
9 miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the
10 date on which the leave shall commence and the date on which the employee shall resume duties,
11 shall be determined by the employee and the employee's physician. Paid Leave for the birth/adoption
12 of a child: Unit members are also eligible to receive four (4) weeks paid leave for the birth of a child
13 or adoption (with no deduction from sick leave). Any time used for the purpose above shall be used
14 concurrently with any FMLA leave taken for the same qualifying event. If two unit members have the
15 same qualifying event, they may take this leave consecutively or concurrently with each other.

16 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery there-
17 from are, for all job-related purposes, temporary disabilities and shall be treated as such under any
18 health or temporary disability insurance or sick leave plan available in connection with employment.

19 Except as provided herein, written and unwritten employment policies and practices shall be
20 applied to disability due to pregnancy or childbirth on the same terms and conditions applied to other
21 temporary disabilities.

22 This section shall be construed as requiring the governing board to grant leave with pay only
23 when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to
24 by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.
25 (E.C. 44965)

26 The unit member, while on leave, shall have the option to remain an active participant in the
27 District fringe benefit programs by contributing in total thereto.

28 **Sabbatical Leave:** It shall be the policy of this District to consider requests for sabbatical
29 leave from full-time unit members and to grant sabbatical leave under certain prescribed conditions.
30 The District acknowledges the several beneficial purposes of granting such leave, including:

- 31 1. Recognition of faithful and competent unit member service.

1 2. Improvement of professional competence and stature as a service both to the individual
2 unit member and to the District.

3 3. Encouragement of continuity of service in the District.

4 Such leave may be granted for carrying on a full program of professional study at an
5 accredited four-year college or university in areas of educational foundations, instructional
6 techniques, background depth and broadened experience in content areas, or advanced training
7 related to specialized assignments and/or advanced credential qualifications. Applicants shall
8 indicate through the application procedure the nature and extent of the proposed program of study,
9 specifying probable courses or course areas to be pursued.

10 Sabbatical leave shall be granted only to unit members who have a minimum of seven (7)
11 consecutive years of full-time service with the District prior to the granting of the leave and since
12 entry into service with the District or since resuming service after any previous sabbatical leave
13 granted by the District. The Board reserves the right to limit the number of sabbatical leaves granted
14 for any one fiscal year up to a maximum of 3% of the total certificated staff.

15 Deadline for receiving applications for sabbatical leave to be granted during any fiscal year
16 shall be March 1 of the year immediately proceeding. Except in unusual circumstances requiring an
17 earlier decision, all applications will be considered at one time subsequent to the deadline date for
18 application. Factors to be considered in determining the order of approval where more than one
19 application is received will be:

- 20 1. Order of date of receipt of official applications.
21 2. Length of service in District
22 3. Equitable distribution of leaves among schools of the District.
23 4. Consideration of optimum number of staff on leave from any one school.
24 5. "Second time" versus "first time" requests.

25 If after determination of the number of leaves to be granted in a given year, one of the unit
26 members granted leave finds it necessary to forego his leave, the Board may reopen the application
27 period to consider applicants for the leave that is available.

28 Leave granted under this policy following seven or more consecutive years of service shall be
29 for a full twelve (12) month period or may be for two six-month periods, provided that the leave of
30 absence for both separate six-month periods shall be commenced and completed within a three (3)
31 year period. A unit member may initially request granting of leave for only a six-month period,
32 which, if granted, shall not be subject to reconsideration for an additional six-month period within the

1 three year limit and which shall be the extent of sabbatical leave due the unit member until the
2 completion of at least seven (7) additional years of consecutive service to the District.

3 Compensation for a unit member while on sabbatical leave shall be fifty (50) percent of the
4 scheduled salary on the appropriate salary schedule which would have been in effect during the
5 period of leave.

6 No unit member on sabbatical leave may accept a comparable job in another school district or
7 a paid research or teaching assistantship at the college or university calling for in excess of fifteen
8 (15) hours of work per week. A unit member may accept scholarships or fellowships including
9 teaching requirements not contrary to the fifteen (15) hour limit, when the purpose of the grant or
10 appointment is related to the unit member's stated purpose for the leave.

11 A unit member granted sabbatical leave shall be obligated to render a period of service to the
12 District following the leave equal to twice the length of the period of leave. This obligation shall be
13 assured by the furnishing of a bond if the unit member wishes to receive his sabbatical leave
14 compensation in regular monthly payments while on leave. No bond is required if the unit member
15 agrees to accept the compensation in the form of payments or installments after his return to service
16 with the District, as provided in the law. Verification of registration, continuing progress of the
17 professional study, and of completion of the work undertaken shall be provided in accordance with
18 District rules and regulations. A summary report of the period of professional study and its expected
19 benefit to the District shall be submitted to the Board by the unit member upon his return to service.

20 While on leave a unit member shall have the option to remain an active participant in the
21 District fringe benefit program by contributing in total thereto. The time a unit member is on
22 sabbatical leave shall be recognized as uninterrupted service to the District.

23 **Military Leave:** Unit members shall be allowed military leave subject to the provisions of
24 applicable federal and state law. Requests for military leave must be submitted to the Superintendent
25 or designee as far in advance as possible in order for the District to obtain coverage.

26 **Personal Leave:** The Board recognizes that circumstances in the lives of unit members may
27 occasionally determine the compelling and reasonable need to interrupt continuing service with the
28 District for a period of six (6) months to a year and that such need may not qualify for leave under the
29 several forms of leave available to unit members.

30 Any regular full-time permanent unit member may submit written request for personal leave
31 for from six months to one year. Granting of such leave will be considered on the basis of the need,

1 of which the Board shall be judge, and in terms of the availability of an adequate replacement for the
2 unit member during the period of leave. Such leave shall be without pay.

3 Personal leave under this policy will also be granted to permanent or probationary female unit
4 members terminating a maternity leave as provided in the policy on maternity leave.

5 **Catastrophic Sick Leave Bank:**

6 1. A catastrophic injury or illness shall be defined as: any injury or illness which has
7 incapacitated or will incapacitate a certificated employee for an extended period of time as
8 determined by the committee based upon competent, documented medical evidence.

9 2. The Joint Catastrophic Sick Leave Bank Committee hereinafter referred to as the
10 Committee determines the certificated employee's eligibility to receive donated leave under this
11 section. The Committee shall be composed of four (4) appointees, two (2) by the District and two (2)
12 by PVTAs. The Committee shall prepare a written report regarding the matters submitted to it. The
13 report shall be submitted to the District and the Association as an information item. Any action taken
14 requires the presence of all Committee Members; a simple majority vote shall prevail, a tie vote shall
15 represent a denial.

16 3. To be an eligible participant of the Catastrophic Sick Leave Bank, a probationary or
17 permanent certificated employee must donate one day of sick leave during the open enrollment
18 period and one day each year thereafter. Current participating members will be exempt from
19 donations in any year in which the bank exceeds 200 days on September 1. A certificated employee
20 may only join the Sick Leave Bank during the annual open enrollment period in September. New
21 members wishing to enter the bank will be required to donate one day during the open enrollment
22 period regardless of the total number of days in the Bank. New employees may also join during the
23 30 calendar days following initial employment.

24 4. Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is
25 donated under this section shall be deducted from the accrued sick leave authorized under Article IV
26 Section labeled Personal Illness and Injury in the Agreement.

27 5. Sick leave day contributions will be authorized on the appropriate form (Appendix E-1)
28 and continue from year to year under the provisions addressed below until canceled by the
29 certificated employee. No sick leave may be surrendered or drawn for purposes of summer school.

30 6. A certificated employee who qualified for catastrophic injury or illness leave may not draw
31 upon the Bank until all fully paid illness or injury leave is exhausted. A certificated employee who
32 has exhausted sick leave but still has differential leave is eligible for a partial supplement from the

1 Bank. The District shall pay the certificated employee full pay and the Bank shall be charged one-
2 half day. This shall not exceed the amounts allowed a maximum below.

3 7. Leave from this Bank may not be used for illness or disability which qualifies the
4 certificated employee for Worker's Compensation leave, and/or his/her own paid leave.

5 8. The maximum number of workdays from the Bank allowed by one member for a single
6 catastrophic injury/illness shall not exceed 10 days.

7 9. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in
8 whole or in part. The District, Association, and Committee shall not be legally responsible if there
9 are insufficient days in the Bank to provide a Catastrophic Sick Leave withdrawal.

10 10. The certificated employee shall submit a "Certificated Sick Leave Bank Request for
11 Withdrawal" form, (Appendix E-2) for the release of medical information. The Committee may
12 require an independent medical evaluation to determine a certificated employee's right to receive
13 leave from the Bank.

14 11. No action taken by the Committee under this section shall be subject to the grievance
15 procedure of this Agreement. A certificated employee dissatisfied with any action taken or decision
16 made by the Committee concerning the Catastrophic Leave Plan herein provided may submit a
17 request for an appeal for reconsideration with additional supportive documentation. No request for
18 appeal shall be considered by the Committee unless the request for appeal is submitted no later than
19 ten (10) calendar days after the action or decision in question. A waiver may be granted to an
20 employee who is unable to make a request in a timely fashion due to medical reasons.

21 12. The Committee shall have no jurisdiction to hear any request which is not submitted
22 within the required time frame.

23 13. If any provision of the section is held to be unlawful, then this entire section shall be null
24 and void. This section supersedes any obligation of the District under Education Code Section
25 44043.5

26 27 **ARTICLE V**

28 **DISCIPLINE**

29 1. No permanent or probationary unit member shall be disciplined without reasonable and
30 just cause.

31 2. In the administration of this Article, the District shall observe the following progressive
32 remediation steps:

- a. A verbal reprimand.
- b. A conference with the unit member which is memorialized in a memorandum but not placed in the personnel file.
- c. A written reprimand which is placed in the personnel file.
- d. Imposition of a suspension not to exceed fifteen (15) consecutive work days.

3. In the event of major or serious infractions, the District may impose discipline without following the progressive steps set forth above. In addition, the content of oral or written communications in steps a, b, and c above shall not be subject to the grievance procedure.

4. In the event of a suspension under the provisions of this Article, it is agreed that the following provisions shall be adhered to:

- a. Prior to imposing a suspension without pay, the District shall provide the unit member with written notice thereof which shall include the cause or causes for disciplinary action in a specific statement of charges. A conference shall be held between a unit member and his immediate supervisor or other appropriate administrator, at which time the unit member shall have the opportunity to respond to the charges and to any written materials upon which the charges are based. The unit member may be represented by the Association during this conference.
- b. After the conference, the immediate supervisor or other appropriate administrator shall decide whether or not to impose a suspension without pay and give the unit member written notice thereof. Except in cases of major or serious infractions, the suspension shall not be imposed until the time limit for appeal to arbitration has expired and in the event that appeal to arbitration is timely filed, the suspension (except in cases of serious or major infractions) shall be held in abeyance until the decision of the arbitrator has been rendered.
- c. Upon being served with written notice of suspension, the unit member may request a hearing before an arbitrator who shall be chosen by mutual agreement of the District and the Association. If mutual agreement cannot be reached within five (5) calendar days (excluding days the District Office is closed) after a request for hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation Services. As soon as the list of five (5) potential arbitrators is received, the parties shall strike names and the remaining individual shall serve as the arbitrator.

- 1 d. The unit member must file the request for hearing under Section c. above with the
2 Superintendent's Office no later than five (5) calendar days (excluding days the
3 District Office is closed) after receiving the notice of suspension. Failure to file a
4 written appeal within the five (5) day period shall be deemed a waiver of any right
5 to a hearing.
- 6 e. The arbitrator shall prepare a written findings and a decision within thirty (30)
7 calendar days after the close of the hearing. The decision shall be binding on all
8 parties, but the arbitrator shall have authority only to affirm, modify or revoke the
9 suspension without pay. Any modification shall be limited to increasing or
10 decreasing the number of suspension days and, if the suspensions reduced or
11 revoked, the unit member shall be entitled to back pay for the number of
12 suspension days rescinded.

13 4. The terms "discipline," "disciplinary action" and "suspension," for purposes of this
14 Article, mean suspensions without pay not to exceed fifteen (15) consecutive work days.

15 5. The costs of an arbitrator shall be borne equally by the District and the Association. Each
16 party shall bear its own costs of representation at the hearing.

17 6. Nothing contained in this Article shall be construed to limit or restrict the authority of the
18 governing board to dismiss, suspend or to take other disciplinary action under the Education Code or
19 other applicable law. Suspensions of fifteen (15) working days or less shall be subject to the due
20 process procedure set forth in this Article and the contractual grievance procedure shall not apply.

21 22 **ARTICLE VI**

23 **GRIEVANCE PROCEDURE**

24 1. **Definition of a "grievance":** A "grievance" is a formal written allegation by a unit
25 member that he/she has been adversely affected by a violation of the specific provisions of this
26 Agreement. The President of the Association may file a grievance on behalf of the Association,
27 alleging that the District has violated a provision of Article III of this Agreement. Actions to
28 challenge or change District Policy contained in the rules and regulations of the Board of
29 Administration regulations and procedures must be undertaken under separate legal processes. Other
30 matters for which a specific method of review is provided either by law or in the rules and regulations
31 of the Board of Trustees, or in the Administrative regulations and procedures of the school district are

not within the scope of this procedure. For a violation of Education Code or Board Policy, complaint forms are available at school sites and the Superintendent's office.

2. If unit members have like grievances, i.e., based upon the same act or omission and with like facts, and if the parties agree that they are like grievances, then they may be filed and/or processed as a group grievance through the Association, building representative or grievance committee representative.

3. The Association may file grievances on behalf of its membership so long as individual(s) involved are identified and the case details are contained within the grievance. Association grievances will be handled in the same manner as individual grievances.

4. **Definitions:**

4.1 A "day" is one in which the District Office is open for business, excluding unit member holidays occurring within the contracted work year.

4.2 The "immediate supervisor" is the first level administrator having immediate jurisdiction over the grievant.

5. **Time Limits**

5.1 A grievance shall be initiated at Level I within thirty (30) days after the grievant has become aware or should have reasonably become aware of the act or occurrence which forms the reason or basis for the grievance.

5.2 **Informal Conference:** Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The grievant has the right to be accompanied by a third party of his or her choice.

5.3 Within ten (10) days after the occurrence of the informal conference, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. The supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. Within the above time limits either party may request a personal conference with the other party.

5.3.1 In the event the immediate supervisor has no right or authority to resolve the Grievance, the grievant shall be notified in writing within five (5) days and immediately proceed to Level II of these procedures.

5.4. **Level II:** In the event the grievant is not satisfied with the decision at Level I, it may

1 be appealed in writing within ten (10) days of receipt of the supervisor's written response. This
2 statement should include a copy of the original grievance, the decision rendered, and a clear, concise
3 statement of the reasons for the appeal. The Superintendent or designee shall communicate a written
4 decision with ten (10) days after receiving the appeal. Either the grievant or the Superintendent or
5 designee may request a personal conference within the above time limits.

6 **5.5 Level III: Mediation**

7 5.5.1 If the grievant and/or Association is not satisfied with the decision made at Level II, or
8 if there was no District response, the grievance shall be referred to grievance
9 mediation.

10 5.5.2 The Association shall request that a conciliator/mediator from the California State
11 Mediation/conciliation Service, or from any other mutually agreeable recognized
12 dispute resolution center, be assigned to assist the parties in the resolution of the
13 grievance.

14 5.5.3 If an agreement is reached, the agreement shall be reduced to writing and signed by
15 the grievant, the Association, and the District. This agreement shall be
16 nonprecedential and shall constitute a settlement of the grievance.

17 5.5.4 In the event that the grievant, the Association, and the Superintendent or his/her
18 designee have not resolved the grievance with the assistance of the
19 conciliator/mediator within fifteen (15) days from the first meeting held by the
20 conciliator/mediator, the Association may terminate Level Three and the grievance
21 may proceed to Level Four.

22 **5.6 Level IV: Binding Arbitration**

23 5.6.1 In the event that the grievant is not satisfied with the decision of the Superintendent or
24 his/her designee, the matter may be submitted for arbitration by filing a written request
25 to the Palo Verde Teachers Association no later than fifteen (15) days following the
26 decision of the Superintendent/designee. No unit member grievance will go to binding
27 arbitration without the consent of PVTa.

28 5.6.2 If the Association determines that the grievance is appropriate, it shall notify the
29 District that it is proceeding to arbitration, and request the California Mediation and
30 Conciliation Service to provide a list of arbitrators. If the District and PVTa are
31 unable to mutually agree upon an arbitrator, the parties shall, within ten (10) days of
32 the receipt of the request for arbitration, submit a request to the California State

1 Conciliation Service to submit a group of five (5) names. The parties shall
2 alternatively strike names from the list supplied until one (1) name remains who shall
3 then be the arbitrator. The arbitrator shall then be immediately notified by the
4 appropriate party and a hearing date shall be set which is mutually agreeable to all
5 parties. The arbitrator shall limit the decision to the specific issue or issues submitted.
6 The arbitrator shall have no authority to alter, amend, add to, or subtract from the
7 specific provisions of the Agreement. The arbitrator's decision shall be final and
8 binding on the parties.

9 5.6.3 Fees and expenses of the arbitrator shall be paid by the party receiving an unfavorable
10 decision. In the event that the arbitrator renders a "split decision" or either the District
11 or PVTa disputes the decision, the parties shall send the decision to a mutually agreed
12 upon State Mediator requested from the California State Conciliation Services for
13 ruling of the parties' obligation(s) to pay [i.e. sixty percent (60%) win vs. forty percent
14 (40%) loss, etc.].

15 6. **Miscellaneous:** A unit member may be represented at all stages of the grievance
16 procedure by himself, or at his option, by a representative selected by the Association. If a unit
17 member is not represented by the Association or its representative, the District shall not agree to a
18 resolution of the grievance until the exclusive representative has received a copy of the grievance and
19 the proposed resolution and has been given the opportunity to file a response.

20 7. When it is necessary for a representative designated by the Association to attend a
21 grievance meeting or hearing during the day, he will, upon notice to his Principal or immediate
22 supervisor, by the President of the Association, be released without loss of pay in order to permit
23 participation in the foregoing activities. Any unit member who is requested to appear in such
24 meeting or hearings as a witness will be accorded the same right.

25 8. All documents, communications and records dealing with the processing of a grievance
26 will be filed in a separate grievance file and will not be kept in the personnel file of any of the unit
27 members. It is understood that certain documents, communications and records from the unit
28 member's personnel file may be used as resources in processing the grievance.

29 9. Forms for filing grievances, serving notices, will be prepared jointly by the Superintendent
30 and the Association and given appropriate distribution by the Association so as to facilitate operation
31 of the grievance procedure. The costs of preparing such forms shall be borne by the District. The
32 Association shall be provided a copy of all grievances filed by unit members.

1
2 **ARTICLE VII**

3 **CONCERTED ACTIVITIES**

4 1. It is agreed and understood that there will be no strike, work stoppage, slowdown,
5 picketing in connection therewith, or refusal or failure to fully and faithfully perform job functions
6 and responsibilities, or other interference with operations of the District by the Association or by its
7 officers, agents, or members during the term of this Agreement, including compliance with the
8 request of other labor organizations to engage in such activity.

9 2. The Association recognizes the duty and obligation of its representatives to comply with
10 the provisions of this Agreement and to make every effort toward inducing all unit members to do so.
11 In the event of a strike, work stoppage, slowdown or other interference with the operations of the
12 District by unit members who are represented by the Association, the Association agrees in good
13 faith to take all necessary steps to cause those unit members to cease such action.

14 3. It is agreed and understood that any unit member violating this Article may be subject to
15 discipline up to and including termination by the District.

16 4. It is understood that in the event this Article is violated, the District shall be entitled to
17 withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by
18 Education Code or Government Code from the Association.

19
20 **ARTICLE VIII**

21 **PERSONNEL FILES**

22 1. Materials in personnel files of unit members which may serve as a basis for affecting the
23 status of their employment shall be available for the inspection of the unit member involved and/or
24 his/her designated representative.

25 Such material is not to include ratings, reports or records which (a) were obtained prior to the
26 employment of the unit member involved (b) were prepared by identifiable Examination Committee
27 members, or (c) were obtained in connection with a promotional examination.

28 Every unit member shall have the right to inspect such materials upon request, provided that
29 the request is made at a time when such unit member is not actually required to render services to the
30 employing district.

31 Information of a derogatory nature, except material mentioned in the second paragraph of this
32 Section, shall not be entered or filed unless and until the unit member is given notice and an

1 opportunity to review and comment thereon. A unit member shall have the right to enter and have
2 attached to any possible derogatory statement his own comments thereon. Such review shall take
3 place during normal business hours, and the unit member shall be released from duty for this purpose
4 without salary reduction, providing it does not interfere with classroom teaching responsibilities.

5 2. The District shall not base any adverse action upon material which is not in the unit
6 member's personnel file or which has not been placed there within 45 days following the date upon
7 which the District knew or should have known of the conduct upon which the adverse action is based.
8 This clause shall not restrict the District's right to introduce any relevant oral testimony or written
9 documentation at a subsequent administrative or legal hearing.

10 3. Any citizen or parental complaint concerning a unit member shall be immediately
11 investigated by District management. If the initial investigation reveals the complaint has merit,
12 District management shall immediately notify the affected unit member concerning (a) the nature of
13 the complaint, and (b) the identity of the complainant. The affected unit member shall have an
14 opportunity to respond to the complaint. If the complaint proves to be without merit, no record of the
15 complaint will be entered into the unit member's personnel file.

16 4. At the request of the unit member or District management, and upon receipt of a written
17 complaint, a meeting with the complainant and unit member shall be scheduled. The unit member
18 shall be entitled upon request to be represented or accompanied by a representative of the
19 Association. The complainant may be accompanied by a representative of his choosing.

20 5. If, as a result of the meeting, no satisfactory resolution is reached, a written complaint may
21 be placed in the unit member's personnel file. In connection therewith, the affected unit member
22 may exercise his rights under paragraph 1 above. If, at the end of the investigation, the charges
23 contained in the complaint have been proven to be false, no record of the matter shall be entered into
24 the unit member's personnel file.

25 6. Official District personnel files shall be maintained at the District Office.

26 27 **ARTICLE IX**

28 **ASSIGNMENTS AND TRANSFERS**

29 From time to time it may be desirable, from the unit member's standpoint, to change
30 assignment or job site. A transfer is defined as a change of job site. A change in assignment is
31 defined as a change in grade level and/or subject matter. Opportunities for a different instructional

1 program and new challenges are renewing experiences for those desiring the change. It shall be the
2 practice in the Palo Verde Unified School District to provide such opportunities to its teachers.

3 **Vacancies**

4 A vacancy is defined as any position that does not have a unit member assigned to it. This includes
5 any vacated promotional, or newly created position, including positions created by reconfiguration or
6 restructuring and any supplemental instructional programs offered by the district.

7 1. As openings or vacancies in the District occur, information concerning those openings will
8 be posted at the schools and emailed to all unit members on school email to provide teachers the
9 opportunity to apply. Such vacancies shall consist of site, grade level, subject matters, and/or level
10 responsibilities as appropriate.

11 2. Current lists of said vacancies shall remain posted at the District Office during the summer
12 months.

13 3. No posted openings or vacancies shall be permanently filled until five unit member
14 workdays after notice of the vacancy has been posted.

15 4. In cases when vacancies occur unexpectedly, the District shall have the right to fill the
16 unexpected vacancy through an involuntary process.

17 **Assignments**

18 1. Tentative, initial assignments for the following school year shall be provided in writing to
19 unit members by the first Friday after May 15th. This tentative assignment is not guaranteed for the
20 upcoming year.

21 2. Unit members shall not be reassigned for punitive or arbitrary reasons.

22 3. If an involuntary reassignment occurs the unit member may request the reason for the
23 reassignment in writing within ten (10) days of notification of the reassignment.

24 4. If a reassignment occurs during the school year, the impacted unit member shall have two
25 (2) paid working days without students to prepare and organize for the reassignment. If the
26 reassignment also necessitates a change in classrooms, the unit member shall have an additional paid
27 work day to effectuate the move. The District shall be responsible for moving all District property
28 and curriculum to the new classroom.

29 **Voluntary Transfer**

30 As openings or vacancies in the District occur, information concerning the vacancies will be posted at
31 the schools to provide teachers with the opportunity to apply. Such vacancies shall consist of subject
32 matters and/or level responsibilities.

1 1. Unit members interested in changing their work location should apply for the openings or
2 vacancies directly to the principal of the school involved, both verbally and in writing, within five (5)
3 working days of the posted notice. Principals of the various schools, recognizing the value of the
4 provisions of this regulation both to the unit member and the District's instructional program, will
5 allow such transfers to occur if those requesting the transfer are qualified and are accepted by the
6 principal of the school having the vacancy. If, in the sole judgment and discretion of the District, two
7 or more unit members are equally qualified, then, in that event, the unit member with the greatest
8 District seniority shall be selected for the transfer.

9 2. Transfer requests by the unit member shall be addressed to specific openings or vacancies
10 and will be considered on the basis of the following criteria:

- 11 a. Credentials held permitting the performance of the assignment.
- 12 b. Subject matter and level experience.
- 13 c. Quality and length of service

14 3. If a transfer request pursuant to Section 3 is denied, the unit member shall be provided
15 upon request, a written statement of the specific reasons for the denial.

16 **Involuntary Transfer**

17 1. Transfers of bargaining unit members may be initiated by the District management.
18 Such transfers may be based on:

- 19 a. Credentials held permitting the performance of the assignment.
- 20 b. Subject matter and grade level experience.
- 21 c. Quality and length of service.

22 2. Transfers initiated by the District shall not be punitive or arbitrary but shall be directly
23 related to the needs of the District; this shall include the District's obligation, if any, to meet its
24 commitment under Article X, Class Size. If transfer is necessary due to a decrease in enrollment at
25 a site, the District may first seek volunteers prior to making any involuntary transfers.

26 a. Unit members who are involuntarily transferred shall be given at least ten (10) days written
27 notice prior to the date the transfer takes effect.

28 3. Unit members involved in such transfers shall be given the specific reasons for the
29 impending transfer in writing, and shall have the right to indicate preferences from the list of
30 openings or vacancies.

31 4. Both voluntary and involuntary transfers or changes in assignment are made to best support
32 the needs of the District. Once a transfer or reassignment occurs, the unit member shall remain in

that position for the remainder of the school year, with the exception of vacancies in non-classroom positions. He/she may request a transfer or reassignment for the next year. Unit members may appeal decisions involving transfer or reassignment directly to the Superintendent. The Superintendent's decision is final. District initiated transfers shall not result in the loss of compensation or fringe benefits to the unit member.

5. If the transfer occurs after the school year has begun, the impacted unit member shall have three (3) paid working days without students to prepare and organize for the transfer. The affected Unit Member shall be given three days to use in any combination of the two options listed below:

a. Paid working days without students. The District will provide a substitute for the affected Unit Member's classroom.

b. Unit Member may elect to prepare for the transfer on his or her own time. In such cases, the District shall pay the affected Unit Member \$150.00 per day for performing the work on their own time.

The District shall be responsible for moving all District property and curriculum to the new classroom.

ARTICLE X

CLASS SIZE

Class Size

The following maximum class sizes taught by unit members shall only be exceeded if required by limited facilities or by mutual agreement the Association and the administration in writing. On the 16th day, if the parties agree to allow the maximum class size to be exceeded, the impacted unit member shall receive one (1) hour of extra duty pay per day. Class size may not be exceeded by more than three (3) students. The District shall have not more than fifteen (15) school days to modify class size whenever they exceed the stated maximums:

Grades TK – 3:	30
Grades 4 – 5:	32
Grade 6:	33
Grades 7 – 8:	34
Grades 9 – 12:	35 in regular classes, not to exceed 210 daily student contacts.

The above limitations shall not apply to the District's current team teaching practices, home rooms, not to such traditionally large classes as band, orchestra, chorus, etc.

Areas such as Shop and Labs:	28 per class or the number of permanent student Stations, whichever is less, (classes that require labs according to State curriculum and standards shall have no more than 30 students).
Arts and/or Crafts Classes:	35 students per class
Physical Education:	230 daily student contacts
Continuation High School Class Size:	The District recognizes that class sizes smaller than those at PVHS are beneficial to meet the objectives and unique program of Twin Palms High School.

ARTICLE XI

WORK HOURS

Work Year

1. The work year shall be 185 working days and 180 student days, exclusive of summer school.

- a. The five (5) working days outside of the student year shall be scheduled as follows:
 - i. one (1) day at the beginning of the year to be used for one-half (1/2) district directed and one-half (1/2) teacher directed,
 - ii. one (1) day for teacher-directed classroom preparation,
 - iii. one (1) day for teacher-directed preparation scheduled on the first day of the second semester (three hours of which will be dedicated to Administrator directed training at the elementary level only),
 - iv. one (1) day for teacher-directed preparation scheduled on the first Friday after the 2nd trimester ends (three hours of which will be dedicated to Administrator directed training at the secondary level only),
 - v. and one (1) day after the last day of the student year as a minimum day for teacher-directed room closing.
- b. In addition to the above, unit members shall perform co-curricular supervisory assignments as assigned. In connection with those assignments, the District shall

first seek volunteers. If there are not sufficient volunteers, the District shall make assignments on a non-voluntary, equitable basis.

c. No unit member shall be required to serve more than four co-curricular supervisory assignments per year.

d. One Saturday co-curricular supervisory assignment shall be deemed to have fulfilled the yearly requirements for such activities.

e. In developing professional development topics to be offered under Section 1, the District shall seek input from PVTa through a formal meeting with PVTa President and two other PVTa members, selected by PVTa, to hear the needs of PVTa in regards to professional development and work collaboratively to develop professional development offerings. The District will work diligently to support the professional development needs of staff through focused and ongoing training in the highest areas of need.

f. All professional development days will conclude with the opportunity for all attendees to complete a feedback survey to express the value of the training received.

Work Day

2. The length of the unit members' on-site work day shall be 7 ½ hours inclusive of lunch.

a. A 7 ½ hour workday, **exclusive** of lunch may be required by the District during non student days such as orientation days.

b. No unit member shall be required to attend workshops beyond the working day unless otherwise specified.

Schedules

3. There shall be a seven-period instructional day for secondary students, with teachers teaching six periods. Periods shall be approximately 52 minutes in length. Discussions of other possible instructional day programs (i.e. block schedules, less periods per day, etc.) are allowed but may not be put in place until approved by the District and the Association.

Principal shall meet with PVTa Site Representatives to develop a modified schedule for Finals Weeks and SBAC, if needed. The modification must ensure all teachers receive the equivalent to their weekly preparation minutes during the modified week and must not extend the instructional day or work day. If the proposed schedule meets these requirements, the schedule shall be voted on by high school unit members through a paper ballot. The schedule must pass by 60% of unit members employed at the site.

After School Activities

4. In addition to the hours outlined in Section 2 above, unit members shall attend a reasonable number of required professional meetings, participate in such professional activities and perform such professional assignments as may be called or assigned by the principal or other immediate supervisor or by the Superintendent or his designee consistent with current and past District practices.

a. When unit members are required to attend after school activities, for example, Back to School Night and Open House, the unit members will be allowed to leave the campus as soon as the students have been dismissed, provided the unit members' rooms are properly prepared for such evening events.

b. It is understood that a unit member shall not be required to stay for more than 60 minutes after the end of their workday in order to attend an Individualized Education Program meeting without additional compensation at the Extra Duty rate of pay, prorated to quarter hour increments.

Meetings

5. The District may require elementary teachers to attend two staff meetings per month, during regular work hours. Additional staff/group meetings may be called in the same week but attendance shall be voluntary.

a. The District may require unit members to attend one sixty (60) minute faculty meeting every four weeks. Prior to these meetings an agenda shall be furnished to participants.

b. In addition, the Superintendent or designee may call five additional one-hour meetings per year per site.

c. PLC meetings: PLC meetings will occur on late start/early release days, and shall be structured monthly to include:

I. Two (2) weeks of District/Site Administration directed collaborative activities.

II. Two (2) weeks of Teacher directed grade level teaming analyzing current student data to drive collaborative planning tied to increased or improved instructional services. These meetings shall not be used as individual teacher preparation time.

Preparation Time

6. During the term of this Agreement, the District shall continue to assign secondary unit members one teaching period per day to be used for preparation, planning, and/or conferences.

a. While the primary purpose of such periods is for preparation and planning, the District retains the right to assign unit members other professional responsibilities

1 during their preparation period, including, but not limited to substituting for other unit
2 members in cases where the District has not secured a substitute teacher from the
3 usual sources.

- 4 b. When it becomes necessary for a secondary principal to assign unit members to substitute
5 duties during their preparation periods, the principal shall first seek substitutes from a list of
6 volunteers. The unit members, whether substituting voluntarily or by assignment, will be paid
7 at a rate of Extra Duty hourly rate per class period. Due to the individualized nature of the
8 program and the low student-teacher ratio, this provision shall not apply to continuation
9 school(s).

10 7. One shortened day per week will be provided for elementary (TK-8) teachers to be used as
11 instructional preparation time. A minimum 120 minute work block will be provided as a
12 conference/collaboration/preparation. The District may use this teachers' preparation time once per
13 trimester and one (1) additional preparation time per the administrator's scheduling discretion for
14 professional development. A work block will be provided as a conference/collaboration/preparation
15 /PLC time utilizing early release one day per week to provide for a minimum of a 60 minute block at
16 the elementary level and one period at the secondary level. At the secondary level, the District may
17 use this PLC time twice per quarter for professional development.

- 18 a. When it becomes necessary for an elementary principal to assign unit members to substitute
19 duties requiring them to take into their classrooms for a full student day the students from
20 another classroom, the principal shall first seek assignees from a list of possible volunteers.
21 The substituting unit members, whether substituting voluntarily or by assignment, will be paid
22 a share of \$150/Day as determined by dividing the current daily rate by the number of unit
23 members receiving the absent teacher's students. If one unit member received the students,
24 the teacher would receive the full share. If two unit members received the students, each
25 would receive a half share and so forth. This formula would apply for each full day that their
26 class is used for redistributing students when a substitute would otherwise be used. Half-day
27 coverage would be \$75.00 divided by the number of teachers receiving the absent teacher's
28 students. Students should be redistributed into relatively equal groups.

29 8. Secondary unit members shall have no more than three different course title preparations
30 per day (excluding home rooms) without their written voluntary consent.

- 31 a. For the high school, a course title will be defined as the name given to a specific
32 class which has a unique computerized number.

9. All special education teachers (Resource, SDC and Life Skills) shall receive no less than six (6) days per year upon request without students for the purpose of IEP writing, IEP meetings, and other paperwork to be scheduled mutually with the building administrator.

Duty Free Lunch

10. Every unit member shall be entitled to one duty free, uninterrupted lunch period per day.

a. The lunch period shall be thirty (30) consecutive minutes, as arranged by unit member administrative agreement as necessary for the efficient scheduling for each school.

b. During an emergency case, a 15/15 minute schedule will be observed at lunch time as prepared by a District designee. Those unit members who are assigned a preparation period immediately preceding or subsequent to the lunch period shall not be assigned supervision during the preparation period, except in an emergency.

11. Unit members who accept lunch duty shall be paid Extra Duty rate (prorated to ½ hour) per duty period served. This payment is provided in recognition that the Education Code provides unit members with duty-free lunch periods and in recognition that unit members who accept lunch duty may need to use their regular scheduled preparation periods to eat lunch and may thereby find it necessary to use additional time outside the working day for class preparation.

Parent Teacher Conferences

12. A time for parent-teacher conferences will be provided as negotiated in the current District Calendar.

a. Elementary Principals shall collaborate with their leadership teams to develop an equitable parent-teacher conference schedule.

b. The first work day following the end of the first semester will be a grade preparation and planning day for teachers. It will be a day without students.

c. Secondary high school teachers will schedule one evening of parent conferences in the Fall shortly after the first grading period and one other parent conference evening in the Spring shortly after the end of the First Semester.

ARTICLE XII

PAYROLL DEDUCTIONS

Upon appropriate written authorization from the unit member, the District shall deduct without charge from the salary of said unit member and make appropriate remittance for Association

1 dues, annuities, credit union, insurance programs or any other plans or programs approved by the
2 District.

4 **ARTICLE XIII**

5 **UNIT MEMBER TRAVEL**

6 1. Schedules of unit members who are assigned to more than one school will be arranged so
7 that no such unit member will be required, without consent, to engage in inter-school travel of more
8 than twenty-five (25) miles per day. Such unit members will be notified of any changes in their
9 schedules at least ten (10) school days prior to proposed change.

10 2. Unit members who are requested to use their own automobiles in the performance of their
11 duties will be reimbursed for all such travel at the current IRS mileage reimbursement rate.

12 3. Unit members who are authorized and assigned to use their personal automobiles for
13 District sponsored field trips or other District business, including home teaching, shall receive the
14 benefits provided in Section 2 above. Upon accepting a home teaching assignment, the unit member
15 will be provided a mileage and hours form. Unit members will be reimbursed within a reasonable
16 period of time after submitting the mileage and hours form to the appropriate District personnel.

18 **ARTICLE XIV**

19 **SALARY AND BENEFITS**

20 1. For the 2022-23 school year and ongoing, the total Health Benefit cap shall be increased to
21 \$16,240. The salary schedule for 2022-23 shall be increased by 5.56% retroactive to July 1, 2022, for
22 all employees in paid status as of the date of ratification by PVT A. For the 2021-22 school year, the
23 salary schedule shall be increased by 4.0%, retroactive to July 1, 2021. In addition, there will also be
24 a one-time, off schedule payment of \$1000, payable in the January pay warrant. The \$1,000 is
25 additional payment (in addition to the \$1,200 previously agreed upon) for the dynamic circumstances
26 resulting from students entering and exiting long term Independent Study and the time preparing for
27 Independent Study students. The Health Benefit cap shall remain at \$14,140.

28 2. It is understood that the working definition of health and welfare will simply be the
29 insurance benefit package provided by the District as outlined in this Article.

30 3. Unit members shall receive step and column movement as per salary schedule and extra
31 duty assignment pay as per salary schedule. The Teachers Salary Schedule is attached as Appendix
32 A-1. The Extra Duty Salary Schedule is attached as Appendix B.

1 4. During the term of this Agreement, the District agrees to pay the Health and Welfare
2 premiums as reflected below:

3 a. Health and Welfare Benefits

4 Effective upon contract ratification, the District contribution toward benefits for
5 certificated teachers shall be \$16,240, allocated between medical, dental, and vision,
6 according to the chart below. Employees selecting plans which cost in excess of
7 \$16,240 shall have the difference deducted from their salary warrants on a tenthsly
8 basis. District contributions are made on a monthly basis.

9
10

PLAN COMPONENT	ANNUAL DISTRICT CONTRIBUTION <u>(2022-23)</u>
Health Benefit	\$15,140
Dental Benefit	\$1,000
Vision Benefit	\$100

11
12 5. During the term of this Agreement, the District will also continue to provide the
13 opportunity for specific unit members to receive applicable insurance benefits as listed below at the
14 unit member's expense:

15 a. Unit members who are absent on account of illness and who have exhausted their
16 accumulated paid leaves may participate in the District's health insurance program not
17 to exceed twelve (12) months following exhaustion of said leave.

18 b. Unit members on District approved paid leave of absence may participate in the
19 District's health insurance program for the period of leave.

20 c. A unit member retiring after his/her fifty-fifth (55) birthday and who has served
21 five (5) consecutive years in the District prior to retirement may participate in the
22 District's health insurance program at his/her own expense. (Retirement means
23 service retirement)

24 6. Beginning in the spring of 2000, health insurance will be available to those certificated
25 employees who retire under the following conditions and guidelines.

26 a. An employee must have served 10 consecutive years immediately preceding
27 retirement. A certificated employee who retires after his or her 55th birthday and

1 prior to the beginning of or at the end of the school year in which his or her 64th
2 birthday occurs shall be provided, at his or her request, health insurance coverage
3 with the District paying 85% of the premium(s) then in effect, and the employee
4 paying 15% each year until the end of the month in which the employee reaches
5 age 65. This benefit extends only to health insurance and does not include vision
6 or dental coverage. The health insurance rate structure for early retirees shall be
7 based upon a three tiered rate (single, two-party, family).

- 8 b. Employees who elect not to retire prior to or at the conclusion of the teaching year
9 in which they reach age 64 shall not be eligible for this benefit. Employees
10 retiring at age 64 through age 65 may continue on the district health plan until age
11 65, but only at their own expense with no District contributions.
- 12 c. In the event that Medicare or some other national or state health plan becomes
13 available to employees under the age of 65, this benefit will be provided only up to
14 the date such other plan takes effect.
- 15 d. Employees over the age of 65 who elect to retire will be eligible for benefits under
16 the provisions of Medicare or COBRA legislation currently in effect.
- 17 e. If both husband and wife are eligible employees under the plan, only one of them
18 may enroll as a subscriber and the other spouse must enroll as the dependent.
19 If the subscriber is no longer eligible for the 85/15 insurance program, the
20 dependent automatically becomes the subscriber until age 65 if the dependent was
21 a full-time employee for at least ten consecutive years before retirement.
- 22 f. Effective July 1, 2005 the reference of 85% of premium shall be amended to refer
23 to 85% of the applicable retiree rate not exceed 85% of the highest health
24 insurance rate paid on behalf of active employees.

25 **Savings Clause – Specific to Retirement Plan**

26 Health insurance benefits as described above may be discontinued by the Governing Board at their
27 discretion in the event this program is no longer economically feasible provided that discontinuance
28 of the benefit is announced by the Board at least one year in advance of the discontinuance date.

29
30 **ARTICLE XV**
31 **EVALUATION PROCEDURES**

1 Through the bargaining process the Association and the District agree to incorporate the
2 California Standards for the Teaching Profession into the evaluation process.

3 1. The California Commission on Teacher Credentialing as adopted professional standards
4 (hereinafter referred in this Article as “Standards”) that will guide teacher preparation
5 programs and teacher assessments. These Standards are organized around six (6) interrelated
6 categories of teaching practice with several supporting elements under each Standard
7 (Appendix C-1). The Standards are:

- 8 I. Engaging and Supporting all Students in Learning.
- 9 II. Creating and Maintaining Effective Environments for Student Learning.
- 10 III. Understanding and Organizing Subject Matter for Student Learning.
- 11 IV. Planning Instruction and Designing Learning Experiences for All Students.
- 12 V. Assessing Students for Learning
- 13 VI. Developing as a Professional Educator

14 2. Evaluation based on the Standards shall be accomplished annually for provisional and
15 probationary unit members and at least once every other year for permanent unit members.

- 16 a. The evaluation of first-year provisional and probationary unit members shall place an
17 emphasis on two Standards: (II) Create and Maintain Effective Environments for
18 Student Learning; (IV) Plan Instruction and Design Learning Experiences for All
19 Students.
- 20 b. The evaluation of second-year provisional and probationary unit members shall place
21 an emphasis on three Standards: (I) Engage and Support all Students in Learning; (III)
22 Understand and Organize Subject Matter for Student Learning; (V) Assess Student
23 Learning.
- 24 c. The evaluation of continuing provisional and probationary unit members with three (3)
25 or more years in the District shall place an emphasis on any three of the six Standards.
- 26 d. The evaluation of permanent members shall place an emphasis on any three of the six
27 Standards.

28 3. On or before September 15, the evaluator will notify those unit members on his/her staff
29 who have been selected for formal evaluation. Any unit member may be selected for evaluation, and
30 any unit member may request evaluation.

1 4. By October 15, the evaluator and the unit member will meet and attempt to agree upon the
2 Standards which will form the basis for the evaluation (Appendix C-2). If the evaluator and the unit
3 member cannot agree on the designated Standards, the evaluator shall make the final decision.

4 5. Data for evaluation summaries may include information from the following sources:

5 a. Formal Scheduled Observation-classroom visits which last at least twenty (20)
6 minutes.

7 1. Prior to the classroom observation, a conference between the evaluator and the unit
8 member shall be held.

9 2. A conference between the evaluator and unit member shall be held within five (5)
10 school days following an observation for the purpose of discussing the observation
11 and the observer's notes; any comments commendations, and/or specific suggestions
12 for improvement will be noted in writing (Appendix C-3). If the observation discloses
13 a rating of Needs Improvement or Unsatisfactory in any element of the Standards, the
14 evaluator shall offer positive assistance aimed at achieving the recommended
15 improvement using the Interim Evaluation Form (Appendix C-4).

16 b. Informal Observation –classroom visits

17 c. Evidence showing that unit members adhere to the Standards (See Appendix C-3)

18 d. Rules of Conduct for Professional Educators (California Code of Regulations Title 5;
19 Division 8; Chapter 3; Article 3)

20 e. Anecdotal records made by evaluator or unit member.

21 f. In addition to personal observation, information which has been documented and found
22 to be reliable by the appropriate management person and which bears on the
23 performance of the unit member may be included in the evaluation process.

24 6. A written summary of the conference notes and the evaluation criteria form will constitute
25 the Final Evaluation and must be completed by March 15 (Appendix C-4). The evaluator will present
26 the written evaluation and discuss the matter with the unit member. The unit member must sign the
27 evaluation signifying only that the unit member has read the document and has been provided the
28 opportunity of attaching a written response, which shall become part of the permanent record.

29 7. If the Final Evaluation discloses a rating of 'Needs Improvement' or 'unsatisfactory' in
30 any element of the Standards, the evaluator shall offer positive assistance aimed at achieving the
31 recommended improvement (Appendix C-4). The unit member shall take action to correct any cited
32 deficiencies based upon the evaluator's specific recommendations for improvement (Appendix C-4),

1 which may include voluntary participation in the P.A.R. Program (Appendix D). The unit member
2 will be evaluated the following year.

3 8. If the final evaluation discloses an Unsatisfactory rating on any element of the Standards,
4 permanent unit members shall be required to participate in the P.A.R. Program. The unit member
5 will be evaluated the following year.

6 9. A violation of a specific procedure set forth in this Article shall be subject to the grievance
7 procedure, but the content of any evaluation shall not be grieved.

8 Permanent teachers of core academic subjects who have been employed by the District for at
9 least ten (10) years and whose previous evaluation rated the employee as meeting or exceeding
10 standards shall be evaluated at least every five (5) years provided the evaluator and the evaluatee
11 agree. Either the evaluator or the evaluatee may withdraw their consent at any time. The decision to
12 withdraw consent shall not be subject to the grievance/arbitration provisions of this Agreement;
13 however, the evaluator or evaluatee shall schedule a conference with one another to discuss the
14 withdrawal of consent. At the unit member's request, the evaluator shall provide reasons in writing
15 for withdrawing consent to continue a unit member on a 5 year evaluation cycle.

16 The District and Association shall review procedures which might be utilized to broaden the
17 scope of this paragraph to include permanent bargaining unit members who are not teachers of core
18 academic subjects.

19 The 2022-23 school year will be a planning year prior to the implementation of new
20 evaluation forms and rubrics. Implementation will take place in the 2023-24 school year. On or
21 before August 30, 2022, the District and the Association will establish a committee of four (4)
22 individuals, evenly made up of District and Association members, to discuss how best to implement
23 the new forms and rubrics. This committee will dissolve upon the implementation of the new
24 evaluation forms and rubrics or June 30, 2023, whichever comes first.

25 26 **ARTICLE XVI**

27 **SAFETY CONDITIONS**

28 1. Unit members shall comply with the District's reasonable rules, regulations, and directives
29 designed to provide a safe and healthy work place.

30 2. The District shall provide a uniform form for reporting safety concerns, one copy of which
31 shall be retained by the unit member filing such report, one copy shall be forwarded to the site
32 administrator and one copy shall be forwarded to the Maintenance Department. Copies of the form

1 should be signed by the unit member, the site administrator and, if possible, by a representative of the
2 Maintenance Department.

3 3. Unit members may use reasonable force under circumstances which require that they
4 defend themselves or students against an assault; provided, however, that such force does not exceed
5 that which is needed to repel or protect from bodily injury and provided, further, that the unit member
6 report any such incident to the immediate supervisor within a twenty-four hour period.

7 4. The above provision, paragraph 3, shall not be read as a requirement that unit members
8 must place themselves in danger of serious bodily injury in order to protect another employee or
9 student from an assault.

10 11 **ARTICLE XVII** 12 **COMMUNICATIONS**

13 To facilitate communications and the solution of difficulties, the District and the Association
14 will meet monthly to discuss and consider other concerns.

15 a. PVTA will select up to 5 (five)-unit members to participate.

16 b. Examples of subject matter areas for the group to discuss:

- 17 1. Assist in identifying and/or preventing potential problems
- 18 2. Serve as a sounding board and a giver and receiver of feedback, re: district matters.
- 19 3. Act as an education advocacy group-an idea generator.
- 20 4. Improve staff relationships.
- 21 5. Professional development.

22 23 **ARTICLE XVIII** 24 **COMPLETE UNDERSTANDING**

25 For the term of this Agreement, except as provided in Article XIX, the Association expressly
26 waives and relinquishes the right to meet and negotiate and agrees that the District shall not be
27 obligated to meet and negotiate with respect to any subject or matter, whether or not referred to or
28 covered in this Agreement, even though such subject or matter may not have been within the
29 knowledge or contemplation of either or both parties at the time they met and negotiated on and
30 executed this Agreement, and even though such subjects or matters were proposed and later
31 withdrawn.

Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section or clause.

ARTICLE XIX
DURATION OF CONTRACT

Except where otherwise specifically provided, the effective dates of this agreement shall be from July 1, 2022 through June 30, 2025. In 2023-2024 and 2024-2025, either party may reopen Article XIV (Salary and Benefits) plus 2 additional articles.

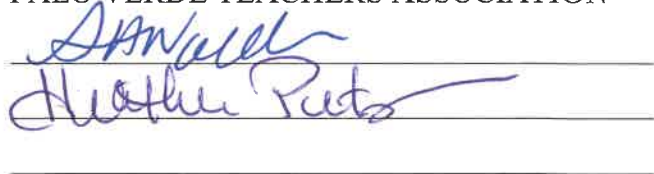
Agreed to this 13th of October 2022, at Blythe, Riverside County, California.

DATE _____

PALO VERDE UNIFIED SCHOOL DISTRICT



PALO VERDE TEACHERS ASSOCIATION



2022/2023 TEACHER SALARY SCHEDULE 100

DISTRICT 64 - PALO VERDE UNIFIED SCHOOL DISTRICT

BOT APPROVED: 11.15.2022

Schedule ID: 100 / Position Type: 1 / Effective Date: 07/01/2022

Based on 185 Day Contract Year

(Galaxy 5.56% increase applied to SCH 100 EFF. 7.1.2021)

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
ROW (YEAR)	B.A.	B.A. + 30	B.A. + 45 OR M.A.	B.A. + 60 OR M.A. + 15	B.A. + 75 W/M.A. OR M.A. + 30
1	58,399.00	61,608.00	64,998.00	68,571.00	72,344.00
2	60,295.00	63,610.00	67,109.00	70,800.00	74,692.00
3	62,257.00	65,680.00	69,294.00	73,099.00	77,121.00
4	64,281.00	67,812.00	71,546.00	75,478.00	79,628.00
5	66,369.00	70,017.00	73,871.00	77,930.00	82,219.00
6	68,526.00	72,291.00	76,270.00	80,465.00	84,889.00
7	70,753.00	74,643.00	78,747.00	83,077.00	87,649.00
8	73,052.00	77,073.00	81,307.00	85,779.00	90,500.00
9	75,424.00	79,573.00	83,950.00	88,567.00	93,441.00
10	0.00	82,162.00	86,678.00	91,445.00	96,477.00
11	0.00	84,831.00	89,494.00	94,416.00	99,611.00
12	0.00	0.00	92,403.00	97,483.00	102,849.00
13	0.00	0.00	95,406.00	100,649.00	106,192.00
16	0.00	0.00	99,501.00	104,912.00	110,631.00
19	0.00	0.00	102,729.00	108,321.00	114,226.00
22	0.00	0.00	106,069.00	111,839.00	117,939.00

CLASS	
II	a. Bachelor's Degree or b. Class "A" Vocational credential accepted as equivalent to BA or c. Public Health Nurse certificate accepted as equivalent to BA
III	Bachelor's Degree plus 30 upper division or graduate hours after BA
IV	a. Bachelor's Degree plus 45 upper division or graduate hours after BA or b. Master's Degree
V	a. Bachelor's Degree plus 60 upper division or graduate hours after BA or b. Masters Degree plus 15 upper division or graduate hours after MA
VI	a. Bachelor's Degree plus 75 upper division or graduate hours after BA (including MA), or b. Master's Degree plus 30 upper division or graduate hours after MA

CONDITIONS AFFECTING UNIT MEMBER PLACEMENT ON THE SALARY SCHEDULEGENERAL PROVISIONS:

1. Tentative credit verification for movement on the salary schedule must be submitted to the Personnel Office by October 1, each year. Verification may be in the form of a letter from the institution indicating credits earned or a temporary grade card with credits earned. In order to be considered timely, final grade verification, providing an actual grade card or transcript must be submitted by November 30. Movement on the salary schedule shall be retroactive to the beginning of the regular work year in the year timely submissions occur. For transcripts submitted after November 30, column changes will be implemented no later than three months following district receipt of official transcripts verifying the work which qualified the unit member for column movement. Payment for the column change shall be retroactive to the date the district receives official transcripts verifying completion.
2. All calculations involving salary schedule placement are based on semester units.
3. It is the intent of the parties that the above conditions shall prevail in regard to placement of unit members on the salary schedule, notwithstanding the provisions of Education Code Section 45028.
4. Vertical Movement: All qualified unit members shall advance one (1) year vertical step on the salary schedule for each year of service, except those on year(s) 13, 16 and 19 will remain on that year step for 3 consecutive years as well as those whose placement is at the maximum step.
Regular full-time unit members, who in any one school year are in paid status for at least seventy-five percent (75%) of the work days designated, shall be deemed to have earned a year of experience credit.

Personnel – Certificated

4141.1(c)

Salary Guides

Salary Schedule Provisions

1. Credit for initial placement on the appropriate step of this schedule shall be allowed for up to nine (9) years of full time teaching experience gained outside the Palo Verde Unified School District. Full-time experience is defined as 75% or more of a full-time load for a full school year for a regular teacher in the institution in which the teaching was done or a full-time load for 75% or more the full school year.
2. Teachers employed by the Palo Verde Unified School District who are called to military service while under contract will, upon their return to this district within one year following their discharge from military service, be allowed full credit (full year only) on the schedule for the time spent in the armed forces up to a maximum of two years.
3. Hours of work which may be credited toward movement on the salary schedule from one class to another class must be 15 semester hours of qualified upper division or graduate work taken from an accredited institution.*
 - a. May not exceed three (3) semester hours of correspondence work.
 - b. Six (6) semester hours of work from approved courses at Palo Verde College or approved workshops or inservice training programs may be substituted for six (6) semester hours of upper division or graduate work. (Approval is granted by the District Superintendent. The teacher shall make request for approval before participating in the course or workshop.
 - c. All qualified units from accredited institutions presented at the time of initial employment in the district will be accepted in determination of initial placement on the salary schedule.
 - d. All qualified units offered for advancement on the schedule after initial employment must be:
 - 1) units being credited toward the completion of some California credential
 - OR 2) units being credited toward completion of an advanced degree
 - OR 3) units in coursework in the content field of the teaching major or minor as shown on the current teaching credential.
 - OR 4) units in extension courses offered in the district by arrangement of the Educational Services Office.

*Where a question arises as to the crediting of any particular units or the recognition of certain lower division units other than as in 3b or 3d) as equivalent to upper division, the certification of the institution granting the units shall be accepted as final. It shall be the responsibility of the employee seeking such credits to be qualified to obtain written certification from the institution.

Personnel – CertificatedSalary GuidesSalary Schedule Provisions, cont'd

- OR 5) Units in coursework determined to be related to and having reasonable expectation of adding to the competence of the employee in either the current or some anticipated assignment in the district, as determined by the Committee on Professional Advancement.**
 - OR 6) Service on Instructional Council.
4. A minimum of four (4) professional growth points shall be required for each three year period of employment in order to advance to the succeeding step for the fourth year. These points may be earned by:
- a. Upper division or graduate work taken from an accredited institution. (1 semester unit + 1 point)
 - b. Approved courses at Palo Verde College or approved workshops and inservice training programs. (To be approved in advance by the District Superintendent. 1 semester unit = 1 point)
 - c. Travel. A maximum of two points may be earned no more often than once every five (5) years by travel, vacation or educational. Point credit for travel is contingent upon advance approval by the superintendent. The teacher anticipating a request for such point credit shall submit to the Superintendent a brief proposal outlining the trip and the specific benefits (knowledge, exposure, artifacts to be brought back, etc.) to be obtained as they apply to the teacher's basic teaching assignment. Upon completion of the approved travel a summary report shall be submitted, along with the request for professional growth point credit. The summary will place emphasis on specific aspects of the teaching assignment (learning sequences, resource packages, and teaching strategies) that will be enhanced as a result of the travel experience.
 - i. Contributions to professional literature. (Approved by Superintendent)
5. A person previously employed as a classroom teacher in the Palo Verde Unified School District shall, upon returning to a position as a classroom teacher after a lapse of time not to exceed five (5) years, be given full credit for placement on the salary schedule for all experience within the Palo Verde Unified School District.

**Certain lower division units demonstrated to be essential prerequisites or to meet the criteria of this subsection may be approved at the discretion of the Committee. However, the number of lower division units offered for advancement from one salary schedule class to the next approved under this subsection or under 3 b) above shall not total more than six (6) units.

REVISION #15 (BOT 11/15/22)

4141.3(a)

PALO VERDE UNIFIED SCHOOL DISTRICT
EXTRA PAY FOR EXTRA WORK
7/1/2022

All percentages listed below are linked to the salary in Class IV, Step 3 of the Teacher Salary Schedule.

ATHLETICS:

Athletic Director	8%
Sports Trainer – For All Sports	3%
Equipment Mgr – For All Sports	3%
Football Varsity Head Coach - Boys	8%
Football Varsity Assistant Coach - Boys	4%
Football Jr. Varsity Coach – Boys	5%
Football Jr. Varsity Assistant Coach – Boys	4%
Freshman Football Coach – Boys	5%
Volleyball Varsity Head Coach - Girls	6%
Volleyball Jr. Varsity Coach – Girls	5%
Volleyball Assistant Coach – Girls	4%
Cross Country Varsity Head Coach – Co-Ed	6%
Cross Country Assistant Coach – Co-Ed	4%
Basketball Varsity Head Coach - Boys	6%
Basketball Jr. Varsity Coach - Boys	5%
Basketball Assistant Coach – Boys	4%
Basketball Varsity Head Coach - Girls	6%
Basketball Jr. Varsity Coach - Girls	5%
Basketball Assistant Coach – Girls	4%
Wrestling Varsity Head Coach - Boys	6%
Wrestling Jr. Varsity Coach – Boys	5%
Soccer Varsity Head Coach - Boys	6%
Soccer Jr. Varsity Coach – Boys	5%
Soccer Assistant Coach – Boys	4%
Soccer Varsity Head Coach – Girls	6%
Soccer Jr. Varsity Coach – Girls	5%
Soccer Assistant Coach – Girls	4%
Baseball Varsity Head Coach - Boys	6%
Baseball Jr. Varsity Coach – Boys	5%
Baseball Assistant Coach – Boys	4%
Softball Varsity Head Coach - Girls	6%
Softball Jr. Varsity Coach – Girls	5%
Softball Assistant Coach – Girls	4%
Track Varsity Head Coach (Boys/Girls)	6%
Track Jr. Varsity Coach (Boys/Girls)	5%
Track Assistant Coach (Boys/Girls)	4%
Swim Coach (Boys/Girls)	6%
Assistant Swim Coach (Boys/Girls)	4%
Assistant Swim Coach (Boys/Girls)	4%
Golf Varsity Head Coach - Boys	6%
Golf Varsity Head Coach – Girls	6%
(Five percent per week overtime for CIF playoffs for any of the above sports)	
Activity Director – High School	8%
Department Chairperson – Secondary	1.5%
Band Director – High School	5%
Color Guard (Flags)	4%
Class Sponsor – Senior or Junior	3%
Sophomore or Freshman	1.5%
Club Sponsors – High School	2%
Dramatics (per full-length production)	2%
(Beyond School Hours)	2%
Elementary Extra Curricular Activity Fund/School per site (see following page)	\$5,000

Elementary Physical Education Coordinator – Per School	1%
Grade Level Chairperson – Elementary (one per grade per site)	1.5%
High School Journalism Sponsor	2.5%
Pep Squad Advisor (Cheer)	6%
Pep Squad Advisor Assistant	4%
Saturday School/Home Study/Adult Education per Hour	\$50
Special Assignments/Committees/Grant Activities (EXTRA DUTY RATE)	\$50
<i>(Per grant subject to approval Superintendent/or designee)</i>	
Yearbook Advisor – High School	5%
Career Technical Education Coordinator	5%

Secondary teachers who teach a regular class in lieu of their normally assigned prep period as a regular assignment will be paid 1/7 (one-seventh) of their daily per diem rate.

Induction District Liaison (DL) \$1,600/YR - (DL) Position will be a four-year assignment.

Induction Support Provider (SP) \$2,025/YR - (SP) position will be a two-year assignment.

(To the extent possible, the same SP will be assigned with the same Participating Teacher (PT) for the time commitment required by Induction for each PT.)

Grade Level Chairperson and Department Chairperson positions shall first be made available to unit members employed in permanent status. The final decision is left with the site administrator for the selection of Grade Level Chairperson or Department Chairperson. Appointment as a chairperson is on a voluntary basis only.

Extra Duty positions will be offered first to certificated employees. Extra Duty positions held by non- certificated staff members will be flown every year and those held by certificated staff members will be flown not more than every two years with the exception of the Induction (DL), who will serve a four-year assignment.

Elementary Extra Curricular Activity Fund – (From 1988-89 “Statement of Non-Contractual Understandings and Agreements”) The District and PVTAs agree to the following guidelines for the implementation of the “Elementary Extra Curricular Activity Fund”:

- 5) The fund is to reimburse/compensate elementary certificated teaching staff only for time spent planning and/or sponsoring extra curricular activities/programs to the benefit of students (Examples: organized tutoring, clubs, sports, plays, concerts, programs etc.).
- 6) Extra curricular to be defined as “those activities/programs which are not a part of the required curriculum or normal school program and take place outside the school day”.
- 7) The principal of each elementary school shall inform staff of the availability of these monies, intent and guidelines during orientation, at the beginning of each school year. The principal shall also establish an initial meeting of all staff for the purpose of planning/organizing the best use of this money during orientation.
- 8) The staff will be required to submit an appropriate written plan utilizing those funds to the superintendent/or designee prior to the beginning of second semester or the funds will not be distributed for that year and will revert back to the General Fund.
- 9) The program and/or activity shall be at least several weeks in duration.
- 10) Compensation to be paid on a stipend basis as opposed to hourly basis.
- 11) The money should not be used for equipment, purchase of activities or instructional supplies.
- 12) Decisions made regarding the utilization of these funds should be made by the school staff as a whole through a cooperative and collaborative effort.
- 13) The stipend will be paid upon completion of the activity. Teachers must submit a claim to the respective principal who will initiate the process for payment with the District Office and payment should be made within 60 days.

Elementary Combination Classes Stipend - Teachers who are assigned combination classes at the elementary level shall receive a stipend of \$2,000 to compensate for additional planning time outside of the contractual day, prorated for partial year service. This section shall not apply to special education classes.

Special Education Stipend – A unit member, if holding a preliminary or clear special education credential and working in a special education position, shall receive an additional stipend of 4% of Class IV, Step 6, payable monthly.

Elementary Physical Education Coordinator – Per School	1%
Grade Level Chairperson – Elementary (one per grade per site)	1.5%
High School Journalism Sponsor	2.5%
Pep Squad Advisor (Cheer)	6%
Pep Squad Advisor Assistant	4%
Saturday School/Home Study/Adult Education per Hour	\$50
Special Assignments/Committees/Grant Activities (EXTRA DUTY RATE)	\$50
<i>(Per grant subject to approval Superintendent/or designee)</i>	
Yearbook Advisor – High School	5%
Career Technical Education Coordinator	5%

Secondary teachers who teach a regular class in lieu of their normally assigned prep period as a regular assignment will be paid 1/7 (one-seventh) of their daily per diem rate.

Induction District Liaison (DL) \$1,600/YR - (DL) Position will be a four-year assignment.

Induction Support Provider (SP) \$2,025/YR - (SP) position will be a two-year assignment.

(To the extent possible, the same SP will be assigned with the same Participating Teacher (PT) for the time commitment required by Induction for each PT.)

Grade Level Chairperson and Department Chairperson positions shall first be made available to unit members employed in permanent status. The final decision is left with the site administrator for the selection of Grade Level Chairperson or Department Chairperson. Appointment as a chairperson is on a voluntary basis only.

Extra Duty positions will be offered first to certificated employees. Extra Duty positions held by non-certificated staff members will be flown every year and those held by certificated staff members will be flown not more than every two years with the exception of the Induction (DL), who will serve a four-year assignment.

Elementary Extra Curricular Activity Fund – (From 1988-89 “Statement of Non-Contractual Understandings and Agreements”) The District and PVTAs agree to the following guidelines for the implementation of the “Elementary Extra Curricular Activity Fund”:

- 5) The fund is to reimburse/compensate elementary certificated teaching staff only for time spent planning and/or sponsoring extra curricular activities/programs to the benefit of students (Examples: organized tutoring, clubs, sports, plays, concerts, programs etc.).
- 6) Extra curricular to be defined as “those activities/programs which are not a part of the required curriculum or normal school program and take place outside the school day”.
- 7) The principal of each elementary school shall inform staff of the availability of these monies, intent and guidelines during orientation, at the beginning of each school year. The principal shall also establish an initial meeting of all staff for the purpose of planning/organizing the best use of this money during orientation.
- 8) The staff will be required to submit an appropriate written plan utilizing those funds to the superintendent/or designee prior to the beginning of second semester or the funds will not be distributed for that year and will revert back to the General Fund.
- 9) The program and/or activity shall be at least several weeks in duration.
- 10) Compensation to be paid on a stipend basis as opposed to hourly basis.
- 11) The money should not be used for equipment, purchase of activities or instructional supplies.
- 12) Decisions made regarding the utilization of these funds should be made by the school staff as a whole through a cooperative and collaborative effort.
- 13) The stipend will be paid upon completion of the activity. Teachers must submit a claim to the respective principal who will initiate the process for payment with the District Office and payment should be made within 60 days.

Elementary Combination Classes Stipend - Teachers who are assigned combination classes at the elementary level shall receive a stipend of \$2,000 to compensate for additional planning time outside of the contractual day, prorated for partial year service. This section shall not apply to special education classes.

Special Education Stipend – A unit member, if holding a preliminary or clear special education credential and working in a special education position, shall receive an additional stipend of 4% of Class IV, Step 6, payable monthly.

Evaluator _____
Year _____

Palo Verde Unified School District Teacher Evaluation Rubric Standard 1

Engaging and Supporting All students in Learning.

Teachers build on students' prior knowledge, life experiences, and interests to achieve learning goals for all students. Teachers use a variety of instructional strategies and resources that respond to students' diverse needs. Teachers facilitate challenging learning experiences for all students in environments that promote autonomy, interaction, and choice. Teachers actively engage all students in problem solving and critical thinking within and across subject matter areas. Concepts and skills are taught in ways that encourage students to apply them in real-life contexts that make subject matter meaningful. Teachers assist all students to become self-directed learners who are able to demonstrate, articulate, and evaluate what they learn.

	Unsatisfactory	Needs Improvement	Proficient	Notes
Element 1: Connecting students' prior knowledge, life experiences, and interests with learning goals.	<ul style="list-style-type: none"> Does not connect what students know with new material Does not connect classroom learning to life experiences, linguistic skills, and cultural understandings Fails to design lesson plans or units to capture student attention and interest Does not modify or adjust teaching based on students' interests and questions 	<ul style="list-style-type: none"> Makes limited connections between what students already know and new materials Makes some attempts to connect classroom learning to life experiences, linguistic skills, and cultural understandings Occasionally designs lesson plans or units to capture student attention and interest Makes limited modifications and adjustments to teaching based on students' interests and questions 	<ul style="list-style-type: none"> Helps students to see the connections between what they already know and new material Helps students to connect classroom learning to their life experiences, linguistic skills and cultural understandings Plans lessons or units to capture student attention and interest Modifies and adjusts teaching based on students' interests and questions 	
Element 2: Using a variety of instructional strategies and resources to respond to students' diverse needs.	<ul style="list-style-type: none"> Does not engage students in a variety of learning experiences that accommodate the different styles of learning Does not use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so that students understand and are actively engaged Does not choose strategies that make the complexity and depth of subject matter understandable to most students Does not modify materials and resources to support each student's fullest participation 	<ul style="list-style-type: none"> Engages some students in a variety of learning experiences that accommodate the different styles of learning Uses few strategies to introduce, explain, and restate subject matter concepts and processes so that students understand and are actively engaged Occasionally chooses strategies that make the complexity and depth of subject matter understandable to all students Modifies a limited amount of materials and resources to support students' fullest participation 	<ul style="list-style-type: none"> Engages all students in a variety of learning experiences that accommodate the different styles of learning Uses a variety of strategies to introduce, explain, and restate subject matter concepts and processes so that all students understand and are actively engaged Chooses strategies that make the complexity and depth of subject matter understandable to all students Modifies materials and resources to support each student's fullest participation 	
Element 3: Facilitating learning experiences that promote autonomy, interaction, and choice.	<ul style="list-style-type: none"> Classroom environment is not used to provide opportunities for independent and collaborative learning Participation in and promotion of positive interactions among all students is limited Student decisions about managing learning, time, and materials are not supported and monitored 	<ul style="list-style-type: none"> Some use of the classroom environment to provide opportunities for independent and collaborative learning Some participation in and promotion of positive interactions among all students Inconsistent support and monitoring of student decisions about managing learning, time, and materials 	<ul style="list-style-type: none"> Uses the classroom environment to provide opportunities for independent and collaborative learning Participated in and promotes positive interactions among all students Supports and monitors student decisions about managing learning, time, and materials 	
Element 4: Engaging students in problem solving, critical thinking, and other activities that make the subject meaningful.	<ul style="list-style-type: none"> Does not engage students in problem solving or encourage them to use multiple approaches and solutions Encourages few students to ask critical questions or to consider diverse perspectives about subject matter Does not give students help to analyze and draw valid conclusions about content being learned 	<ul style="list-style-type: none"> Minimally engages all students in problem solving activities and encourages some multiple approaches and solutions Encourages some students to ask critical questions and to occasionally consider diverse perspectives about subject matter At times helps students to analyze and draw valid conclusions 	<ul style="list-style-type: none"> Engages all students in problem solving activities and encourages multiple approaches and solutions Encourages all students to ask critical questions and consider diverse perspectives about subject matter Helps all students to analyze and draw valid conclusions about content being learned 	
Element 5: Promoting self-directed, reflective learning for all students.	<ul style="list-style-type: none"> Does not motivate students to initiate their own learning or to strive for challenging learning goals Does not engage students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers Rarely helps students to develop and use strategies to access knowledge and information 	<ul style="list-style-type: none"> Inconsistently motivates student to initiate their own learning or to strive for challenging learning goals Generally engages students in opportunities to examine, reflect on, and evaluate their own work and to learn from the work of their peers Occasionally helps students develop and use strategies to access knowledge and information 	<ul style="list-style-type: none"> Motivates all students to initiate their own learning and to strive for challenging learning goals Engages all students in opportunities to examine, reflect on and evaluate their own work and to learn from the work of their peers Consistently helps students develop and use strategies to access knowledge and information 	

Date of Observation _____
Date of Observation _____
Date of Observation _____

Post Evaluation Conference
Post Evaluation Conference
Post Evaluation Conference

Evaluation
Year _____

Standard II

Creating and Maintaining Effective Environments for Student Learning

Teachers create physical environments that engage all students in purposeful learning activities and encourage constructive interactions among students. Teachers maintain safe learning environments in which all students are treated fairly and respectfully as they assume responsibility for themselves or one another. Teachers encourage all students to participate in making decisions and in working independently and collaboratively. Expectations for student behavior are established early, clearly understood, and consistently maintained. Teachers make effective use of instructional time as they implement class procedures and routines.

	Unsatisfactory	Needs Improvement	Proficient	Noted
Element 1: Creating a physical environment that engages all students.	<ul style="list-style-type: none"> Use seating arrangements without regard to learning activities, student interaction, or well-being of students Does not make materials, supplies, and technology available to students Structures room with no attention to physical and emotional well-being of students and staff Displays outdated or no student work 	<ul style="list-style-type: none"> Uses seating arrangement to accommodate some individual and group work Makes some materials, supplies, and technology available to students Structures room to meet safety code but not emotional well-being of students and staff Displays some student work 	<ul style="list-style-type: none"> Uses seating arrangement to allow for collaborative as well as individual work Assures ready access to appropriate supplies, materials, and technology for all students Structures room to promote physical and emotional well-being of students and staff Displays current student work 	
Element 2: Establishing a climate that promotes fairness and respect	<ul style="list-style-type: none"> Does not model fairness, equity, caring, and respect in the classroom Is unaware of impolite and disrespectful behavior Allows inappropriate attitudes and behaviors among students 	<ul style="list-style-type: none"> Inconsistently models fairness, equity, caring and respect in the classroom Recognizes polite and respectful student interaction Attempts to respond to inappropriate behavior 	<ul style="list-style-type: none"> Models and promotes fairness, equity, caring, and respect in the classroom Promotes and expect polite and respectful student interaction Understands and responds to inappropriate behaviors in a fair, equitable way 	
Element 3: Promoting social development and group responsibility.	<ul style="list-style-type: none"> Recognizes student diversity but does not promote acceptance or respect Allows little communication and collaboration Does not provide activities which promote opportunities for positive group interactions and collaboration 	<ul style="list-style-type: none"> Inconsistently promotes acceptance and respect for different experiences, ideas, backgrounds, feelings and points of view Allows some communication and collaboration Provides some activities which promote opportunities for positive group interactions and collaboration 	<ul style="list-style-type: none"> Promotes acceptance and respect for different experiences, ideas, backgrounds, feelings, and points of view Facilitates communication and collaboration Provides activities which promote opportunities for positive group interactions and collaboration 	
Element 4: Establishing and maintaining standards for student behavior.	<ul style="list-style-type: none"> Does not establish and maintain appropriate guidelines for student behavior Discourages students from participating in classroom decision making, problem solving, and conflict resolution Does not inform families of standards for student behavior Uses inappropriate discipline techniques in maintaining standards for student behavior 	<ul style="list-style-type: none"> Establishes guidelines for student behavior but inconsistently maintains them Occasionally involves students in classroom decision making, problem solving, and conflict resolution Informs families of standards for student behavior Uses a limited scope of disciplinary techniques in maintaining standards of student behavior 	<ul style="list-style-type: none"> Establishes and maintains appropriate guidelines for student behavior Involves students in classroom decision making, problem solving, and conflict resolution Works collaboratively with families to maintain standards for student behavior Employs a variety of disciplinary techniques in maintaining standards for student behavior 	
Element 5: Planning and implementing classroom procedures and routines that support student learning.	<ul style="list-style-type: none"> Does not develop, communicate, or maintain daily schedules, timelines, classroom routines, and classroom rules 	<ul style="list-style-type: none"> Inconsistently develops, communicates, and maintains daily schedules, timelines, classroom routines, and classroom rules 	<ul style="list-style-type: none"> Develops, communicates, and maintains daily schedules, timelines, classroom routines, and classroom rules 	
Element 6: Using instructional time effectively.	<ul style="list-style-type: none"> Is ineffective in pacing and adjusting instructional time so that all students remain engaged Is ineffective in use of transitional time Does not have materials prepared in a timely manner 	<ul style="list-style-type: none"> Engages some students through pacing and adjusting of instructional time Is inconsistently effective in use of transition time Inconsistently prepares materials in a timely manner 	<ul style="list-style-type: none"> Engages all students in learning through pacing and adjusting of instructional time Implements smooth transitions Prepares materials in a timely manner 	

Evaluate
Year _____

Standard III

Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit strong working knowledge of subject matter and student development. Teachers organize curriculum to facilitate students' understanding of the central themes, concepts, and skills in the subject area. Teachers interrelate ideas and information within and across curricular areas to extend students' understanding. Teachers use their knowledge of student development, subject matter, instructional resources, and teaching strategies to make subject matter accessible to all students.

Information within and across curricular areas to extend students' understanding. Teachers use their knowledge of student development, subject matter, instructional resources, and teaching strategies to make subject matter accessible to students.		Notes		
		Proficient		
Element 1: Demonstrating knowledge of subject matter content and student development.	Unsatisfactory	Needs Improvement	Proficient	
<ul style="list-style-type: none">Makes no attempt to keep subject matter knowledge current and sufficient to support learningRarely ensures that knowledge of the subject matter incorporates different perspectivesLacks understanding of students' social, emotional, and physical development as it relates to subject matter	<ul style="list-style-type: none">Makes some effort to keep subject matter knowledge current and sufficient to support student learningInconsistently ensures that knowledge of the subject matter incorporates different perspectivesHas limited understanding of students' social, emotional, and physical development as it relates to subject matter	<ul style="list-style-type: none">Continues to keep subject matter knowledge current and sufficient to support student learningEnsures that knowledge of the subject matter incorporates different perspectivesUnderstands students' social, emotional, and physical development as it relates to subject matter		
Element 2: Organizing curriculum to support student understanding of subject matter.	<ul style="list-style-type: none">Does not demonstrate knowledge of student development and subject matter to organize and sequence the curriculumMakes no effort to organize subject matter to reveal and value diverse cultural perspectivesRarely incorporates subject or grade level expectations, curriculum frameworks, and content standards in organizing subject matter	<ul style="list-style-type: none">Demonstrates some evidence of knowledge of student development and subject matter to organize and sequence the curriculumInconsistently organizes subject matter effectively to value diverse cultural perspectivesIncorporates some subject or grade level expectations, curriculum frameworks, and content standards	<ul style="list-style-type: none">Uses knowledge of student development and subject matter to organize and sequence the curriculumOrganizes subject matter effectively to value diverse cultural perspectivesIncorporates subject and grade level expectations, curriculum frameworks, and content standards in organizing subject matter	
Element 3: Interrelating ideas and information within and across subject matter areas.	<ul style="list-style-type: none">Does not relate subject matter concepts to previous learning and to the students' own livesDoes not prepare lessons that enable students to see the relationships and connections across subject matter areasRarely implements units and lessons that highlight themes, concepts and skills within and across subject matter areas	<ul style="list-style-type: none">Makes some effort to relate subject matter concepts to previous learning and to the students' livesProvides lessons that enable students to see the relationships and connections across subject matter areasInconsistently implements units and lessons that highlight themes, concepts, and skills within and across subject matter areas	<ul style="list-style-type: none">Relates subject matter concepts to previous learning and to the students' livesProvides lessons that enable all students to see the relationships and connections across subject matter areasImplements units and lessons that highlight themes, concepts, and skills within and across subject matter areas	
Element 4: Developing student understanding through instructional strategies that are appropriate to the subject matter.	<ul style="list-style-type: none">Rarely uses knowledge of subject matter to help students construct their own knowledgeDoes not support students to think critically within and across subject areasDoes not build on students' life experience, prior knowledge, and interests to make the content relevant and meaningfulDoes not use a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject matter	<ul style="list-style-type: none">Inconsistently uses knowledge of subject matter to help students construct their own knowledgeEncourages some students to think critically within and across each subject areaInconsistently builds upon students' life experience, prior knowledge, and interests to make the content relevant and meaningfulUses a limited variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas	<ul style="list-style-type: none">Uses knowledge of subject matter to help students construct their own knowledgeChallenges all students to think critically within and across each subject areaBuilds on students' life experience, prior knowledge, and interest to make the content relevant and meaningfulUses a variety of instructional strategies and approaches to illustrate a concept and its connections	
Element 5: Using materials, resources, and technologies to make subject matter accessible to students.	<ul style="list-style-type: none">Does not provide, select, or use instructional materials and resources including technologies that promote students' understanding of subject matter and reflect diversity in the classroom	<ul style="list-style-type: none">Inadequately selects and uses instructional materials and resources including technologies that promotes students' understanding of subject matter and reflect diversity in the classroom	<ul style="list-style-type: none">Selects and uses instructional materials and resources including technologies that promotes students' understanding of subject matter and reflect diversity in the classroom	

Evaluate
Yes _____

Standard IV

Teachers plan instruction that draws on and values students' backgrounds, prior knowledge, and interests. Teachers establish challenging learning goals for all students based on student experience, language, development, and home and school expectations. Teachers sequence curriculum and design long-term and short-range plans that incorporate subject matter knowledge, reflect grade-level curriculum expectations, and include a repertoire of instructional strategies. Teachers use instructional activities that promote learning goals and connect with student experiences and interests. Teachers modify and adjust instructional plans according to student engagement and achievement.

Element 1: Drawing on and valuing students' backgrounds, interests, and developmental learning needs.	Unsatisfactory	Needs Improvement	Proficient	Notes
<ul style="list-style-type: none"> • Inadequately supports students' knowledge and experience in curriculum and instructional planning. • Neglects to incorporate student diversity as an integral part of planning. • Does not design lessons that promote subject matter knowledge for all students. • Demonstrates little knowledge about cognitive and linguistic development to plan instruction that supports student learning. 	<ul style="list-style-type: none"> • Inconsistently incorporates students' knowledge and experience in curriculum and instructional planning. • Minimally incorporates student diversity as an integral part of planning. • Inconsistently designs lessons that promote subject matter knowledge for all students. • Demonstrates some knowledge about cognitive and linguistic development to plan instruction that supports student learning. 	<ul style="list-style-type: none"> • Incorporates students' knowledge and experience in curriculum and instructional planning. • Recognizes and incorporates student diversity as an integral part of planning. • Designs lessons that promote subject matter knowledge for all students. • Uses knowledge about cognitive and linguistic development to plan instruction that supports student learning. 		
<p>Element 2: Establishing and articulating goals for student learning</p> <ul style="list-style-type: none"> • Rarely establishes short term and long term goals for student learning. • Does not use instructional activities that are related to learning goals. • Does not establish high expectations for learning. • Inadequately designs instructional activities so that all students participate in setting and achieving learning goals. • Does not ensure that goals for student learning promote critical thinking and problem solving. 	<ul style="list-style-type: none"> • Inconsistently establishes short term and long term goals for student learning. • Inconsistently uses instructional activities that are related to learning goals. • Seldom establishes high expectations for learning. • Minimally designs instructional activities so that all students participate in setting and achieving learning goals. • Inconsistently ensures that goals for student learning promote critical thinking and problem solving. 	<ul style="list-style-type: none"> • Establishes short term and long term goals for student learning. • Ensures that each instructional activity is related to learning goals. • Establishes high expectations for learning. • Designs instructional activities so that all students participate in setting and achieving learning goals. • Ensures that goals for student learning promote critical thinking and problem solving. 		
<p>Element 3: Developing and sequencing instructional activities and materials for student learning</p> <ul style="list-style-type: none"> • Inadequately uses formal and informal student assessment in long and short term planning. • Does not develop plans that use instructional strategies appropriate to the complexity of the lesson content and student learning needs. • Does not select and sequence instruction to promote understanding for all students. • Neglects to choose and adapt instructional materials to make subject matter relevant to students' experiences and interests. 	<ul style="list-style-type: none"> • Rarely uses formal and informal student assessment in long and short term planning. • Minimally develops plans that use instructional strategies appropriate to the complexity of the lesson content and student learning needs. • Rarely selects and sequences instruction to promote understanding for all students. • Inconsistently chooses and adapts instructional materials to make subject matter relevant to students' experiences and interests. 	<ul style="list-style-type: none"> • Uses formal and informal student assessment in long and short term planning. • Develops plans that use instructional strategies appropriate to the complexity of the lesson content and student learning needs. • Selects and sequences instruction to promote understanding for all students. • Chooses and adapts instructional materials to make subject matter relevant to students' experiences and interests. 		
<p>Element 4: Designing short-term and long-term plans to foster student learning</p> <ul style="list-style-type: none"> • Rarely develops long and short term plans that build on and extend students' understanding of subject matter. • Ineffectively organizes curriculum to allow enough time for student learning, review, and assessment. • Demonstrates little knowledge of subject matter and students to plan and pace instructional activities over time. • Does not plan to ensure access to challenging, diverse, academic content for all students. • Neglects to provide opportunities for all students to learn at their own pace. 	<ul style="list-style-type: none"> • Inconsistently develops long and short term plans that build on and extend students' understanding of subject matter. • Rarely organizes curriculum to allow enough time for student learning, review and assessment. • Demonstrates some knowledge of subject matter and students to plan and pace instructional activities over time. • Minimally plans to ensure access to challenging, diverse, academic content for all students. • Provides few opportunities for students to learn at their own pace. 	<ul style="list-style-type: none"> • Develops long and short term plans that build on and extend students' understanding of subject matter. • Organizes curriculum to allow enough time for student learning, review and assessment. • Uses knowledge of subject matter and students to plan and pace instructional activities over time. • Plans to ensure access to challenging, diverse, academic content to all students. • Provides opportunities for all students to learn at their own pace. 		
<p>Element 5: Modifying instructional plans to adjust for student needs</p> <ul style="list-style-type: none"> • Does not revise plans based on formal and informal student assessment. • Does not modify plans to ensure opportunities for all students to learn and synthesize information. • Does not reflect on teaching to refine long and short term planning. 	<ul style="list-style-type: none"> • Inconsistently revises plans based on formal and informal student assessment. • Minimally revises plans to ensure opportunities for all students to learn and synthesize information. • Inconsistently reflects on teaching to refine long and short term planning. 	<ul style="list-style-type: none"> • Revises plans based on formal and informal student assessment. • Modifies plans to ensure opportunities for all students to learn and synthesize information. • Reflects on teaching to refine long and short term planning. 		

Evaluate
Year _____

Standard V

Assessing Student Learning

Teachers establish and clearly communicate learning goals for all students. Teachers collect information about student performance from a variety of sources. Teachers involve all students in assessing their own learning. Teachers use information from a variety of ongoing assessments to plan and adjust learning opportunities that promote academic achievement and personal growth for all students. Teachers exchange information about student learning with students, families, and support personnel in ways that improve understanding and encourage further academic progress.

	Unsatisfactory	Needs Improvement	Proficient	Notes
Element 1: Establishing and communicating learning goals for all students.	<ul style="list-style-type: none"> Does not use adopted curriculum materials to establish learning goals for students that reflect the key subject matter concepts, skills, and applications Does not communicate learning goals with students Does not use grading system that reflects goals for student learning Does not work with other educators to establish and revise learning goals and assessment tools that promote student learning 	<ul style="list-style-type: none"> Inconsistently uses adopted materials to establish learning goals for students that reflect the key subject matter concepts, skills, and applications Sometimes communicates learning goals with students Sometimes uses grading system that reflects goals for student learning Minimally works with other educators to establish and revise learning goals and assessment tools that promote student learning 	<ul style="list-style-type: none"> Uses subject matter standards from district, state, and other sources to guide establishment of learning goals for all students that reflect the key subject matter concepts, skills, and applications Communicates learning goals with students Ensures that grading system reflects goals for student learning Works with other educators to establish and revise learning goals and assessment tools that promote student learning 	
Element 2: Collecting and using multiple sources of information to assess student learning	<ul style="list-style-type: none"> Does not employ a variety of assessment tools to evaluate academic achievement and progress Does not align assessment tools with the goals for student learning and district standards Does not use a broad range of assessment strategies to measure and to monitor each student's learning 	<ul style="list-style-type: none"> Inconsistently employs a variety of assessment tools to evaluate academic achievement and progress Occasionally aligns assessment tools with the goals for student learning and district standards Inconsistently uses a broad range of assessment strategies to measure and to monitor each student's learning 	<ul style="list-style-type: none"> Employs a variety of assessment tools to evaluate academic achievement and progress Aligns assessment tools with the goals for student learning and district standards Uses a broad range of assessment strategies to measure and to monitor each student's learning 	
Element 3: Involving and guiding all students in assessing their own learning.	<ul style="list-style-type: none"> Does not make student self-assessment integral to the learning process Does not guide students to understand and monitor their own learning goals 	<ul style="list-style-type: none"> Occasionally makes student self-assessment assessment integral to the learning process Inconsistently guides students to understand and monitor their own learning goals 	<ul style="list-style-type: none"> Makes student self-assessment an integral to the learning process Guides students to understand and monitor their own learning goals 	
Element 4: Using the results of assessments to guide instruction.	<ul style="list-style-type: none"> Does not use informal assessments of student learning to adjust instruction Does not use assessment data to plan, reteach or adjust to students' individual needs Does not use assessment information to determine when and how to revisit content Does not use assessment data to meet students' individual needs 	<ul style="list-style-type: none"> Minimally uses informal assessments of student learning to adjust instruction Occasionally uses assessment data to plan effective way of teaching subject matter concepts and skills Occasionally uses assessment information to determine when and how to revisit content Occasionally uses assessment data to meet students' individual needs 	<ul style="list-style-type: none"> Uses informal assessments of student learning to adjust instruction Uses assessment data to plan more effective ways of teaching subject matter concepts and skills Uses assessment information to determine when and how to revisit content Uses assessment data to meet students' individual needs 	
Element 5: Communicating with students, families, and other audiences about student progress.	<ul style="list-style-type: none"> Does not provide all students with information about their progress as they engage in learning activities Does not communicate learning goals and information about student progress to students, families, and other appropriate personnel 	<ul style="list-style-type: none"> Inconsistently provides all students with information about their progress as they engage in learning activities Inconsistently communicates learning goals and information about student progress to students, families, and other appropriate personnel 	<ul style="list-style-type: none"> Provides all students with information about their progress as they engage in learning activities Communicates learning goals and information about student progress to students, families, and other appropriate personnel 	

Evaluate

Standard VI

Developing As a Professional Educator
Teachers establish professional learning goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. Teachers learn about and work with local communities to improve their professional practice. Teachers communicate effectively with families and involve them in student learning and the school community. Teachers contribute to school activities, promote school goals, and improve professional practice by working collegially with all school staff. Teachers balance professional responsibilities and maintain motivation and commitment to all students.

Element	Unsatisfactory	Needs Improvement	Proficient	Notes
Element 1: Reflecting on teaching practice and planning development.	<ul style="list-style-type: none"> Does not have a professional development plan 	<ul style="list-style-type: none"> Formulates professional development plans that are based on inconsistent analysis 	<ul style="list-style-type: none"> Formulates professional development plans that are based on reflection and analysis of instructional successes and dilemmas 	
Element 2: Establishing professional goals and pursuing opportunities to grow professionally.	<ul style="list-style-type: none"> Develops superficial goals, with little thought or action in setting out professional development activities Rarely uses professional literature and development opportunities to improve teaching and learning Rarely seeks out and refines approaches that make the curriculum accessible to every student Neglects to use the knowledge of the students' communities and cultures to improve practice Does not actively promote collaboration between school and community Seldom identifies and uses school, district, and local community resources to benefit students and their families 	<ul style="list-style-type: none"> Develops inconsistent goals and gives little thought to professional growth activities Occasionally uses professional literature and development opportunities to improve teaching and learning Occasionally seeks out and refines approaches that make the curriculum accessible to every student Inconsistently uses the knowledge of the students' communities and cultures to improve practice Minimally promotes collaboration between school and community May identify and use school, district, and local community resources to benefit students and their families 	<ul style="list-style-type: none"> Establishes goals and seeks out opportunities for professional growth and development Uses professional literature and development opportunities to improve teaching and learning Continues to seek out and refine approaches that make the curriculum accessible to every student Uses the knowledge of the students' communities and cultures to improve practice Promotes collaboration between school and community Identifies and uses school, district, and local community resources to benefit students and their families 	
Element 3: Working with communities to improve professional practice.	<ul style="list-style-type: none"> Neglects to use the knowledge of the students' communities and cultures to improve practice Does not actively promote collaboration between school and community Seldom identifies and uses school, district, and local community resources to benefit students and their families 	<ul style="list-style-type: none"> Inconsistently uses the knowledge of the students' communities and cultures to improve practice Minimally promotes collaboration between school and community May identify and use school, district, and local community resources to benefit students and their families 	<ul style="list-style-type: none"> Uses the knowledge of the students' communities and cultures to improve practice Promotes collaboration between school and community Identifies and uses school, district, and local community resources to benefit students and their families 	
Element 4: Working with families to improve professional practice.	<ul style="list-style-type: none"> Ignores families' racial, cultural, linguistic and socioeconomic backgrounds Rarely engages families as sources of knowledge about students' linguistic and social backgrounds Inadequately dialogues with all families and responds to their concerns about student progress Does not use available resources to communicate with all students and families Provides limited opportunities for all families to participate in the classroom and school community 	<ul style="list-style-type: none"> Has some understanding of families' racial, cultural, and linguistic and socioeconomic backgrounds Occasionally engages families as sources of knowledge about students' linguistic and social backgrounds Inconsistently dialogues with all families and responds to their concerns about student progress At times, uses available resources to communicate with all students and families Provides few opportunities for all families to participate in the classroom and school community 	<ul style="list-style-type: none"> Develops an understanding of families' racial, cultural, linguistic and socioeconomic backgrounds Engages families as sources of knowledge about students' linguistic and social backgrounds Promotes dialogue with all families and responds to their concerns about student progress Uses available resources to communicate with all students and families Provides opportunities for all families to participate in the classroom and school community 	
Element 5: Working with colleagues to improve professional practice.	<ul style="list-style-type: none"> Rarely collaborates with teachers, administrators, education specialists, and paraprofessionals to meet all students' learning needs Dialogues and reflects minimally with colleagues to improve practice Rarely participates in making and implementing school-wide decisions Seldom contributes to school-wide events and learning activities Does not establish and maintain professional relationships with other school staff 	<ul style="list-style-type: none"> Occasionally collaborates with teachers, administrators, education specialists, and paraprofessionals to meet all students' learning needs Dialogues in a limited fashion with colleagues to improve practice Occasionally participates in making and implementing school-wide events and learning activities May contribute to school-wide events and learning activities Tries to establish and maintain professional relationships with other school staff 	<ul style="list-style-type: none"> Collaborates with teachers, administrators, education specialists, and paraprofessionals to meet all students' learning needs Engages in dialogue and reflection with colleagues to improve practice Participates in making and implementing school-wide decisions Contributes to school-wide events and learning activities Establishes and maintains professional relationships with other school staff 	
Element 6: Balancing professional responsibilities and maintaining motivation.	<ul style="list-style-type: none"> Fails to fulfill professional responsibilities Acts unprofessionally* Does not extend knowledge about professional and legal responsibilities for students' learning, behavior and safety 	<ul style="list-style-type: none"> Attempts to fulfill professional responsibilities Demonstrates inconsistent professional conduct and integrity in the classroom and school community* Usually extends knowledge about professional and legal responsibilities for students' learning, behavior and safety 	<ul style="list-style-type: none"> Fulfills professional responsibilities Demonstrates professional conduct and integrity in the classroom and school community* Extends knowledge about professional and legal responsibilities for students' learning, behavior and safety 	

Palo Verde Unified School District

CERTIFICATED PERSONNEL EVALUATION **INITIAL**

Page 1 of 4

Evaluatee _____ Position _____ School: Blythe Middle School

Standards Emphasized I II III IV V VI

Evaluator _____ Position _____ School Year _____

Status: _____ Provisional _____ Probationary I _____ Probationary II _____ Permanent _____ Number of Years in the District _____

Check here if evaluatee is a current required participant in the Peer Assistance and Review (PAR) Program _____

Rating: U – Unsatisfactory NI – Needs Improvement P – Proficient D – Distinguished

STANDARD I – Engaging and Supporting All Students In Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Connects students' prior knowledge, life experiences, and interests with learning goals. • Uses a variety of instructional strategies and resources to respond to students' diverse needs • Facilitates learning experiences that promote autonomy, interaction, and choice. • Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. • Promotes self-directed, reflective learning for all students 		

CERTIFICATED PERSONNEL EVALUATION INITIAL

Evaluate _____

School Year _____
Page 2 of 4

STANDARD II – Creating and Maintaining Effective Environments for Student Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Creates a physical environment that engages all students. • Establishes a climate that promotes fairness and respect. • Promotes social development and group responsibility. • Establishes and maintains standards for student behavior. • Plans and implements classroom procedures and routines that support student learning. • Uses instructional time effectively. 		
STANDARD III – Understanding and Organizing Subject Matter for Student Learning <ul style="list-style-type: none"> • Demonstrates knowledge of subject matter content and student development. • Organizes curriculum to support student understanding of subject matter. • Interrelates ideas and information within and across subject matter areas. • Develops student understanding through instructional strategies that are appropriate to the subject matter. • Uses materials, resources, and technologies to make subject matter accessible to students 	PLANS FOR GROWTH	EVIDENCED BY

CERTIFICATED PERSONNEL EVALUATION INITIAL

Evaluatee _____

School Year _____
Page 3 of 4

STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Draws on and values students' backgrounds, interest, and developmental learning needs. • Establishes and articulates goals for student learning. • Develops and sequences instructional activities and materials for student learning. • Designs short-term and long term plans to foster student learning. • Modifies instructional plans to adjust for student needs.. 		
STANDARD V – Assessing Student Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • Establishes and communicates learning goals for students. • Collects and uses multiple sources of information to assess student learning.. • Involves and guides students in assessing their own learning. • Uses the results of assessment to guide instruction. • Communicates with students/families/others about student progress 		

CERTIFICATED PERSONNEL EVALUATION INITIAL

Evaluatee _____

School Year _____
Page 4 of 4

STANDARD VI - Developing as a Professional Educators	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> Reflects on teaches practice and planning professional development. Establishes professional goals and pursuing opportunities to grow professionally. Works with communities to improve professional practice. Works with families to improve professional practice. Works with colleagues to improve professional practice. Balances professional responsibilities/maintains motivation. 		
Additional Comments / Evaluatee	Additional Comments / Evaluator	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Date _____</p> <p>Evaluatee Signature _____</p> </div> <div style="width: 45%;"> <p>Date _____</p> <p>Evaluator Signature _____</p> </div> </div>		

**Palo Verde Unified School District
Certificated Personnel Classroom Observation**

Observation 1 2 3

Evaluatee _____

School _____

Date of Observation _____

Minutes of Observation 30 minutes _____

- | | |
|------------------|--|
| ___ Standard I | Engaging and supporting all students in learning |
| ___ Standard II | Creating and maintaining effective environments for students learning |
| ___ Standard III | Understanding and organizing subject matter for student learning |
| ___ Standard IV | Planning Instruction and designing learning experiences for all students |
| ___ Standard V | Assessing student learning |
| ___ Standard VI | Developing as a professional educator |

Observation Notes**Conference Notes**

Comments, commendations and/or specific suggestions for improvement:

Teacher's Signature _____ Date _____

Observer's Signature _____ Date 12/4/03 _____

CERTIFICATED PERSONNEL EVALUATION

 INTERIM

 FINAL

Page 1 of 5

Evaluatee _____ Position _____ School: Margaret White School

Standards Emphasized I II III IV V VI

Evaluator _____ Position _____ School Year _____

Status: _____ Provisional _____ Probationary I _____ Probationary II _____ Permanent _____ Number of Years in the District _____

Check here if evaluatee is a current required participant in the Peer Assistance and Review Program _____

Rating: U - Unsatisfactory NI - Needs Improvement P - Proficient D - Distinguished

STANDARD I - Engaging and Supporting All Students In Learning	Rating	COMMENDATIONS/ RECOMMENDATIONS/ EVIDENCE
<ul style="list-style-type: none"> Connects students' prior knowledge, life experiences, and interests with learning goals. Uses a variety of instructional strategies and resources to respond to students' diverse needs Facillitates learning experiences that promote autonomy, interaction, and choice. Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. Promotes self-directed, reflective learning for all students 		

CERTIFICATED PERSONNEL EVALUATION

INTERIM

FINAL

Evaluate _____

School Year _____
Page 2 of 5

STANDARD II – Creating and Maintaining Effective Environments for Student Learning	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<ul style="list-style-type: none"> Creates a physical environment that engages all students. Establishes a climate that promotes fairness and respect. Promotes social development and group responsibility. Establishes and maintains standards for student behavior. Plans and implements classroom procedures and routines that support student learning. Uses instructional time effectively. 	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
STANDARD III – Understanding and Organizing Subject Matter for Student Learning	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<ul style="list-style-type: none"> Demonstrates knowledge of subject matter content and student development. Organizes curriculum to support student understanding of subject matter. Interrelates ideas and information within and across subject matter areas. Develops student understanding through instructional strategies that are appropriate to the subject matter. Uses materials, resources, and technologies to make subject matter accessible to students 	<div></div> <div></div> <div></div> <div></div> <div></div>	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE

CERTIFICATED PERSONNEL EVALUATION

INTERIM

FINAL

Evaluate _____

School Year _____
Page 3 of 5

STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<ul style="list-style-type: none"> • Draws on and values students' backgrounds, interest, and developmental learning needs. • Establishes and articulates goals for student learning. • Develops and sequences instructional activities and materials for student learning. • Designs short-term and long term plans to foster student learning. • Modifies instructional plans to adjust for student needs.. 	<div></div> <div></div> <div></div> <div></div> <div></div>	
STANDARD V – Assessing Student Learning	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<ul style="list-style-type: none"> • Establishes and communicates learning goals for students. • Collects and uses multiple sources of information to assess student learning.. • Involves and guides students in assessing their own learning. • Uses the results of assessment to guide instruction. • Communicates with students/families/others about student progress 	<div></div> <div></div> <div></div> <div></div> <div></div>	

CERTIFICATED PERSONNEL EVALUATION

☐ INTERIM
☒ FINAL

Evaluatee _____

School Year _____
 Page 4 of 5

STANDARD VI – Developing as a Professional Educators	Rating	COMMENDATIONS / RECOMMENDATIONS / EVIDENCE
<ul style="list-style-type: none"> • Reflects on teaches practice and planning professional development. • Establishes professional goals and pursuing opportunities to grow professionally. • Works with communities to improve professional practice. • Works with families to improve professional practice. • Works with colleagues to improve professional practice. • Balances professional responsibilities/maintains motivation. 		

Additional Comments / Evaluatee

Additional Comments / Evaluator

Additional pages may be used.

Additional pages may be used

- Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any domain of the California Standards for the Teaching Profession as provided in the evaluation article of the Agreement.
- Evaluatee may submit a written response or reaction, which will be appended to this evaluation.
- Signature of evaluatee does not imply agreement.
- I have read this evaluation.

- ____ Recommend Tenure
- ____ Recommend continuation
- ____ Recommend continuation based upon unit member taking corrective action on cited deficiencies
- ____ Recommend termination

Date _____

Evaluatee Signature _____

Date _____

Evaluatee Signature _____

APPENDIX D: PEER ASSISTANCE AND REVIEW PROGRAM

Belief Statement

Assembly Bill 1X, (Chapter 4, Statutes of 1999) the California Peer Assistance and Review (PAR) Program for Teachers provides a genuine opportunity to forge new working partnerships in education and to strengthen the teaching profession. The purpose of this legislation is to improve the education of students and strengthen the classroom performance of teachers. Learning to teach effectively depends upon ongoing professional growth and is a lifelong developmental process.

Palo Verde Teachers Association (Association) and Palo Verde Unified School District (District) agree to participate in the PAR Program. Both organizations declare a mutual interest in and commitment to the successful and meaningful implementation of AB1X, the California PAR program.

The successful implementation of PAR requires that all parties work together in recognition of their individual and shared interest(s) to accomplish the overriding common goal -- the success of teachers and students. PAR provides teachers and administrators with the opportunity to work collaboratively to develop and implement a full continuum of professional support to new teachers and successful veteran teachers.

PEER ASSISTANCE AND REVIEW (PAR) COUNCIL

The Peer Assistance and Review (PAR) is a tier III program and therefore able to be "swept" as a budget-savings measure. With that in mind, the District and the Association agree to cease offering the PAR program on an ongoing basis. However, if a teacher is referred to PAR, the District and Association will meet to discuss the feasibility of working with the teacher. This agreement will continue in force throughout the term of the contract and can be brought back whenever the District and/or Association agree to do so.

1. The PAR Program is supervised and evaluated by a joint panel which consists of five (5) members which includes the Association President or designee, two (2) members selected by the Association and two (2) members appointed by the District and shall be known as the PAR Council.
2. PAR Council members shall serve a three-year term. Members may not serve consecutive terms. A one-year hiatus must be observed before reappointment to the Council. In the first year of implementation, two or three year terms shall be selected by random drawing.
3. The PAR Council year is defined as July 1 through June 30.

- 1 4. The PAR Council shall establish the internal operational procedures and by-laws of the
2 Council, including the method for the selection of a Chair. Chairs shall serve a one (1)
3 year term. The chairmanship shall alternate between teachers and administrators.
4
- 5 5. The PAR Council shall establish and administer an annual budget based on annual
6 revenue available for the program. The financial policies and procedures of the Palo
7 Verde Unified School District shall apply.
8
- 9 6. The PAR Council shall collaborate with other teacher/staff development programs in
10 order to assist and support all participating teachers.
11
- 12 7. The PAR Council will recommend the number of Consulting Teachers for the next
13 school year, guided by and subject to such factors as the number of Experienced
14 Participating Teachers and Beginning Participating Teachers.
15
- 16 8. The PAR Council shall establish the meeting schedule. A minimum of one meeting a
17 month shall be mandatory with provision for additional meetings to be called by the
18 Chair. Panel members shall be notified, if possible, at least one day in advance of
19 additional meetings.
20
- 21 9. An official PAR Council meeting shall require a quorum of at least three (3) of the five
22 (5) members of the panel must be present. No action(s) or recommendation(s) shall be
23 voted upon unless at least one (1) Association panel member and one (1) District panel
24 member are present.
25
- 26 10. PAR Council teacher members shall be compensated for services on the Council at a
27 rate of \$2,500 per school year, payable in two installments.
28
- 29 11. The PAR Council in implementing the provisions of this document shall be consistent
30 with the provisions of the Agreement between Palo Verde Unified School District and
31 Palo Verde Teachers Association (Agreement) and the law. To the extent that there is
32 an inconsistency, the Agreement shall prevail. To the extent the Agreement is
33 inconsistent with the law, the law shall prevail. A copy of the adopted PAR Council
34 Rules and Procedures shall be distributed annually to all bargaining unit members and
35 administrators by the Personnel Department.
36
- 37 12. The PAR Council shall be responsible for selecting the Consulting Teachers as defined
38 in the job description. Final selections shall be determined by a majority vote of the
39 Council and submitted to the Board of Trustees no later than the second meeting in
40 May. Notification of the selections shall be given in writing by the Chair to all
41 applicants within ten days of the approval by the Board of Trustees. Names of the
42 Consulting Teachers selected shall be posted in the District Office and all school offices
43 after the applicants and Consulting Teacher nominees have been notified.
44
- 45 13. The PAR Council shall identify and provide appropriate training for Consulting
46 Teachers prior to their participation in the program.

14. During the month of February the PAR Council shall conduct an annual performance review of each Consulting Teacher. A copy of the review shall be given to the Consulting Teacher.
15. The PAR Council shall assign the Consulting Teacher to each Participating Teacher based upon the identified need(s) of the Participating Teachers and the qualifications of the Consulting Teacher. This assignment shall be completed within twenty (20) school days of the initial identification of the participating teacher(s). At the written request of the Participating Teacher, the PAR Council may assign a different Consulting Teacher to work with the participating teacher within two weeks of the initial assignment.
16. The PAR Council shall assign the Consulting Teacher to the Participating Teacher in the following priority: Experienced Participating Teachers, Beginning Participating Teachers, and Voluntary Participating Teachers.
17. PAR Council proceedings and materials related to evaluation, reports, and other personnel matters shall be strictly confidential. PAR Council members may disclose such information only as necessary to administer this program or as otherwise required by lawful process.
18. The PAR Council shall monitor the progress and growth of the Experienced Participating Teachers through regular reports and documentation from the Consulting Teacher.
19. The PAR Council shall review the final report prepared by the Consulting Teacher(s) and submit recommendation(s) to the Governing Board or its designee regarding the progress of Experienced Participating Teacher(s) in the PAR Program. No later than 15 days prior to the first Board of Trustees meeting in March, the Council shall present to the Board or designee the names of the individuals who, after sustained assistance, are not able to demonstrate successful progress in moving from unsatisfactory toward satisfactory performance in the designated Standard(s).
20. PAR Council members shall refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.
21. If for any reason, a Council Member is unable to participate for an extended period of time in the deliberations of the Council, an alternate shall be appointed by the organization he/she represents.
22. The PAR Council shall submit an annual evaluation on the impact of the PAR Program to the Association and the District no later than the second Board of Trustee meeting in May. Evaluation criteria may include but are not limited to:
 - a) The number of teachers served by PAR

- b) The number of Experienced Participating Teachers who made progress or met success through PAR intervention
- c) The number of Voluntary Participating Teachers who met self-improvement goals through PAR
- d) The number of Beginning Participating Teachers who met Standard related goals through PAR

23. Value and applicability of the training received by the Council and Consulting Teachers

- a) The attainment of goals set by the Council
- b) Budgetary analysis relating to the effective use of monies to meet the goals of PAR

24. PAR Council members shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Code Section 810, et. Seq.

CONSULTING TEACHERS

A Consulting Teacher shall be a permanent certificated unit member who provides assistance to teachers participating in the PAR Program. A Consulting Teacher may serve on a full time release, part time release, or no release basis.

Consulting Teacher Selection

Consulting Teachers shall:

1. Possess a Clear California Teaching Credential
2. Demonstrate exemplary teaching ability
3. Demonstrate talent in written and oral communications
4. Have extensive knowledge of subject matter and mastery of a range of teaching strategies
5. Have completed at least four (4) consecutive years of successful classroom teaching experience in the District
6. Have strong interpersonal skills

Consulting Teachers shall be selected as follows:

1. An announcement of job openings shall be posted throughout the District pursuant to the Agreement
2. Applicants shall submit an application form
3. Applicants shall submit at least three (3) letters of reference from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues.
4. Applications submitted shall be subject to a screening process established by the PAR Council to ensure that candidates meet minimum qualifications.

5. A minimum of two (2) representatives (one teacher, one administrator) of the PAR Council shall conduct a classroom observation and interview with each of the candidates.
6. Consulting Teachers shall be recommended by a majority vote of the PAR Council for approval by the Board of Trustees.

Number of Consulting Teachers:

The consulting teacher to participating ratios shall define the number of Consulting Teachers. The Consulting Teacher may serve on a full time, part time or no release basis.

Duties and Responsibilities

The PAR Program strongly encourages a cooperative relationship between the Consulting Teacher, site administrator, and the participating teacher with respect to the process of peer assistance and review.

The Consulting Teacher shall:

1. Meet with the participating teacher(s) within twenty (20) days of the assignment to establish mutually agreed upon performance goals aligned with the California Standards for the Teaching Profession and develop a written Performance Improvement Plan (PIP) and a process for determining completion of the plan.
2. Assist participating teachers through demonstrations, observations, coaching sessions, recommendations of conferences or workshops, and other appropriate activities
3. Attend training conferences
4. Provide staff development as needed, including new teacher orientation
5. Participate in meetings with other District Consulting Teachers.
6. Maintain a written log of contacts and specific support given to each participating teacher
7. Document all observations, visitations, and meetings.
8. Participate in an annual review of the program with the PAR Council.

In addition, the Consulting Teacher shall fulfill the following duties with the Experienced Participating Teacher:

1. Meet within twenty (20) school days of the assignment
2. Conduct multiple observations per the Performance Improvement Plan (PIP) of the Experienced Participating Teacher during classroom instruction and provide specific immediate feedback.
3. Submit periodic (at least monthly) written reports to the PAR Council and review the reports with the Experienced Participating Teacher.
4. Submit the final report to the Experienced Participating Teacher to receive his or her signature to verify delivery and receipt before submitting to the PAR Council.
5. Submit the final report to the PAR Council within five (5) working days of delivery to the Experienced Participating Teacher.

The no release Consulting Teacher will:

1. Provide new teacher orientation

2. Participate in training and meetings

3. Fulfill the duties and responsibilities of a Consulting Teacher when assigned

At the written request of the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

Terms and Conditions

Term:

The term of the Consulting Teacher shall be one (1) year with the option of serving a subsequent year subject to the approval of the PAR Council up to three years without reapplication. A Consulting Teacher who has served a two-year or a three-year term may reapply after returning to the classroom for one (1) year. Consulting Teachers who opt out before completing their term shall not be eligible to reapply for a period of five (5) years.

There will be a final performance review of all Consulting Teachers.

Upon completion of service as a fulltime Consulting Teacher, he/she shall be returned to the position he/she held prior to becoming a Consulting Teacher or to a similar position that he/she is credentialed to teach.

Compensation:

The Consulting Teacher may serve on a full time, part time or no release basis. All Consulting Teachers will receive Two Thousand Dollars (\$2,000.00) additional compensation. Additional compensations are reflected in Table 1.

Liability:

Teachers who act as Consulting Teachers pursuant to this Agreement shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code Section 810, et seq.

PARTICIPATING TEACHERS

A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the Agreement of the Association and the District. There are three (3) categories of teacher participants. See Table 2.

Beginning Participating Teachers

Beginning Participating Teachers are defined as:

- a) Fully credentialed probationary 1st and 2nd year teachers
- b) Provisional Intern teachers
- c) Provisional teachers with Emergency Permits

1 d) Provisional or probationary experienced teachers who are new to the District.

- 2
- 3 1. Beginning Participating Teachers in "a" and "b" above must be served prior to
- 4 assigning teachers in "c" and "d" to a Consulting Teacher.
- 5
- 6 2. The PAR Program for beginning unit members will be the Beginning Teacher Support
- 7 and Assessment (BTSA) Program.
- 8
- 9 3. It is understood that the purpose of such participation is to provide peer assistance, and
- 10 the Consulting Teacher shall play no role in the evaluation of the teaching performance
- 11 of a Beginning Participating Teacher.
- 12
- 13 4. The evaluation of the Beginning Participating Teacher is the sole responsibility of the
- 14 site administrator.
- 15

16 Volunteer Participating Teachers

- 17
- 18 1. The purpose of volunteer participation in the PAR Program is to assist permanent unit
- 19 members who seek to improve their teaching performance. Assistance may be provided
- 20 using a variety of methods including the assignment of a Consulting Teacher depending
- 21 on availability.
- 22
- 23 2. Volunteer Participating Teachers may request in writing that the PAR Council assigns a
- 24 Consulting Teacher to provide peer assistance. This request shall indicate area(s) in
- 25 which he/she seeks assistance.
- 26
- 27 3. It is understood that the purpose of such participation is to provide peer assistance, and
- 28 the Consulting Teacher shall play no role in the evaluation of the teaching performance
- 29 of a Volunteer Participating Teacher.
- 30
- 31 4. The Volunteer Participating Teacher may request in writing to terminate his/her
- 32 participation in the PAR Program at any time without a reason.
- 33
- 34 5. All communication between the Consulting Teacher and a Volunteer Participating
- 35 Teacher shall be confidential and shall not be shared with others, including the site
- 36 principal, the evaluator, or the PAR Council, without the written consent of the
- 37 Volunteer.
- 38

39 Experienced Participating Teachers

- 40
- 41 1. Permanent unit members shall be required to participate in the PAR Program as a result
- 42 of an unsatisfactory final evaluation in any element of the California Standards for the
- 43 Teaching Profession as provided in the evaluation article of the Agreement.
- 44
- 45 2. Experienced Participating Teachers shall have the right to present reasons in writing
- 46 why their Consulting Teacher should be replaced and another Consulting Teacher

substituted and to have those reasons considered.

3. The Experienced Participating Teacher shall be provided a copy of the Consulting Teacher's final report no less than five days prior to submission to the PAR Council.
4. The Experienced Participating Teacher must sign the final report signifying only that the participant has read the document and has been provided the opportunity of attaching a written response which shall become part of the permanent record.
5. Experienced Participating Teachers shall also have the right to request a meeting with the PAR Council to discuss the report and to be represented by the Association at this time.
6. The Experienced Participating Teacher's final evaluation shall include the Consulting Teacher's report.
7. The results of the Experienced Participating Teacher's participation in the PAR Program shall be placed in the participant's personnel file.

BTSA SUPPORT PROVIDERS

Currently under the jurisdiction of the PAR council, the BTSA support providers are responsible for up to twelve (12) students when fully released from their teaching position. Also, we currently do not have any teachers who are fully released to provide said services. The District would like to experiment with a one-year, nonprecedent-setting arrangement to have a fully-released teacher be responsible for more students not to exceed 20. Throughout the year, the PAR council will monitor the number of students. In the event that the number is too low or too high, the PAR council will adjust the number as appropriate. At the end of the 2007-2008 academic year, the PAR council will establish subsequent year's number of students.

OTHER PROVISIONS

Continuation of the PAR Program

Continuation of the PAR Program is subject to continued funding under AB 1X. However, if the funding ceases the District and the Association agree to sit down and discuss possible continuation of one or more of the elements of the program

Association Rights

This PAR document does not expand nor diminish the unit member's ability to grieve an evaluation pursuant to the negotiated contract between the PVTa and PVUSD.

District Rights

Nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

Table 1

Position	Award	Case Load	Compensation	Other
Full Time	\$2000.00	12 Teachers	Regular Salary	Full release from Classroom
Part Time	\$2000.00	2 teachers per release period	Regular Salary	Release two periods a day
No Release	\$2000.00	As Assigned by the PAR Council	Regular Salary + Negotiated Per Hour Extra Duty	

Table 2

Provisional (A-G)

Credential Requirement	A	B	C	D	E	F	G	H	I
Baccalaureate Degree		x	X	x	x	x	x	x	
Passage of CBEST	x	x	X	x	x	x	x	x	
Subject Matter Competence			X	x		x		x	
Education Coursework		x		x	x	x	x	x	
Supervised Teaching					x	x	x	x	
Passage of RICA					x			x	
Type of License to be held	PIC	PIC	IC	IC	EP	EP	EP	PreCred Clear Cred	Clear Cred
Program for which teacher is eligible	Pre Int	Pre Int	Int	Int	BTSA Modules	BTSA Modules	BTSA Modules	BTSA	PAR

GLOSSARY

AGREEMENT

The negotiated agreement (contract) between the Association and the District.

ASSOCIATION

Palo Verde Teachers Association

BEGINNING PARTICIPATING
TEACHER

Fully credentialed probationary 1st and second year teachers, provisional intern teachers, provisional teachers with emergency permits, and provisional or probationary teachers who are new to the District,

BTSA

Beginning Teacher Support and Assessment Program

CALIFORNIA STANDARDS
OF THE TEACHING PROFESSION

The six standards of the best practices of teaching which are aligned with the National Board for Professional Teaching Standards and listed in Article XV in the Agreement

CONSULTING TEACHER

A permanent certificated unit member who provides assistance to teachers participating in the PAR program.

DISTRICT

Palo Verde Unified School District

EVALUATION

The process used by PVUS administrators to evaluate a teacher's performance as outlined in Article XV in the Agreement

EXPERIENCED PARTICIPATING
TEACHER

A permanent teacher who is required to receive assistance based on an unsatisfactory rating on the final evaluation in one or more of the elements of the California Standards for the Teaching Profession

PAR

Peer Assistance and Review

PAR COUNCIL

A joint council consisting of appointees

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PARTICIPATING TEACHER

PERFORMANCE IMPROVEMENT
PLAN (PIP)

VOLUNTEER PARTICIPATING
TEACHER

from the Association and the District.

A classroom teacher who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) types of participating teachers; Beginning, Experienced, and Volunteer.

An improvement plan which is aligned with the California Standards for the Teaching Profession

A permanent teacher who requests assistance assistance from the PAR Council

PALO VERDE UNIFIED SCHOOL DISTRICT

Request for Sick Leave Bank Withdraw

Employee Name _____ Site _____

Position _____

Nature of Illness:

Number of days requesting _____

Name of Attending Physician _____

Physician's Address _____

Physician's Phone Number _____

This request must be accompanied by a signed diagnosis and progress report from your primary attending physician. Prognosis of your return should also be included. Additional information may be requested by the Catastrophic Sick Leave Committee.

Please return completed form to the Personnel Department.

ALL INFORMATION RECEIVED WILL BE HELD IN THE STRICTEST
CONFIDENTIALITY.

