PALO VERDE UNIFIED SCHOOL DISTRICT
AND
TEAMSTERS UNION LOCAL #542
(1) SUPPORT GROUP

BARGAINING UNIT CONTRACT

JULY 1, 2020 – JUNE 30, 2023

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ARTICLE 1 - AGREEMENT

This contract is from July 1, 2020 to June 30, 2023. THIS AGREEMENT is made and entered into this 1st day of July, 2020, by and between the Board of Trustees of the Palo Verde Unified School District, whose address is 295 North First Street, Blythe, California 92225, hereinafter referred to as the "District" or "Board" and the Teamsters Union Local No. 542, San Diego, hereinafter referred to as the "Union", whose address is 4666 Mission Gorge Place, San Diego, California 92120.

Whenever utilized in the Agreement:

1. **"Working Day":** shall mean any day in which the District Administration Office is open for business.
2. **"School Day":** shall mean any day unit members covered herein are required to be on duty.
3. **"Superintendent":** shall mean the Chief Executive Officer of the District or designee.
4. **"Unit Member":** unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certificated negotiating unit described in Article 2 – Recognition.
5. **"Board":** shall mean the Board of Trustees of the Palo Verde Unified School District or its designees.
6. **"Employee":** shall mean any person employed by the District in any capacity, including unit member.

ARTICLE 2 – RECOGNITION

For the term of this Agreement, the Board of Trustees of the Palo Verde Unified School District recognizes the Teamsters Union Local 542 as the exclusive representative for the following unit:

Included: All regular full-time and/or part-time contract certificated employees identified as Counselor, Psychologist, Speech Pathologist, District Nurse II and Head Mental Health Support Counselor.

Excluded: All management employees as defined and listed in Board policy; all classified employees; all supervisory and confidential employees; all casual or limited term personnel; all teachers; all nurses; all librarians; all categorically funded teachers; all substitutes; all temporary employees as defined in Education Code Sections 44920 and 44918; all hourly certificated personnel; and all summer school and home teachers.

The Union agrees that this represents the appropriate unit and it will not seek by any means, including but not limited to any PERB proceedings, to amend or change in any way the unit described herein. However, the Union shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Union.

Disputes concerning the Article are not subject to the grievance provisions of Article 8.

ARTICLE 3 – AGENCY SHOP

Section 1. Preamble.

This Contract is entered into by the Palo Verde School District (hereinafter "District") and Teamsters Union Local No. 542 (hereinafter "Union") as a mutual recommendation to the Palo Verde School District of the procedures for the initial implementation and subsequent administration of any agency shop arrangement entered into by the parties, as authorized by Government Code Section 3546 (Educational Employment Relations Act and Senate Bills 1960 and 614).

Section 2. Purpose.

The District and the Union mutually understand and agree that all affected employees have the right to join or not join the Union. It is the purpose of this Contract to establish fair and equitable procedures for the determination of any agency shop arrangements which may be properly approved by the District employees in eligible job classifications in the unit represented by the Union and to protect the rights and privileges of the employees, the Union and the District.

Section 3. Excluded Employees.

An agency shop arrangement shall not apply to management, confidential, or supervisory employees. Therefore, the supervisory employees in the unit are excluded from any requirement to participate in an agency shop arrangement and are not covered by this Contract.

Section 4. Identification of Included and Excluded Classes.

Employees in classifications in the unit are eligible for inclusion in an agency shop arrangement except for employees in current and future classifications that are supervisory. The current excluded supervisory classifications in each unit are identified in Article 2, Recognition.

Section 5. Prior Notification to Employees.

Prior to the implementation of an agency shop provision agreement, the Union shall notify all employees in the applicable unit of the agency shop agreement and shall provide sufficient information to fully inform all affected employees of the purpose of the agreement. This notice shall include a full disclosure of the amount of potential union dues and service fees that will be deducted from each employee's pay as a result of the implementation of an agency shop agreement.

Section 6. Employees' Responsibilities.

Within thirty-one (31) days of employment by the District or thirty-one (31) days following the commencement of an agency shop arrangement pursuant to an agreement, employees shall have the choice of either becoming a member of the union, or of being a non-member and paying a service fee.

Section 7. Implementation of Agency Shop.

1. **Notice to Employees:** Within thirty-one (31) days of the agreement for an agency shop arrangement, the District will provide employees in the unit and any employees hired thereafter into classes in the affected unit with an authorized

notice advising them that an agreement has resulted in an agency shop arrangement and that all employees must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Affected employees shall have thirty-one (31) calendar days from the date they receive the form to fully execute and return it to the District.

2. **Sufficiency of Employee's Earnings:** The employee's earnings must be sufficient; after all other legal and required deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions, including health care deductions, shall have priority over dues and service fees.

Section 8. Employees' Rights of Conscientious Objection.

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues,

initiation fees, or agency shop fees to a non-religious, non-labor, charitable fund, exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the employee from a list of at least three of these funds as designated in this Contract.

Section 9. Designation of Non-Religious, Non-Labor Charitable Funds.

Employees covered by Article 3.4 may designate one of the following non-religious, non-labor charitable funds to which his/her applicable payments will be paid:

- Veterans of America
- American Cancer Society
- Blythe Cancer Resource Center
- Blythe Emergency Food Pantry
- Sheltering Wings Corporation
- Harmony Kitchen

Declarations of or applications for religious exemption and any other supporting documentation shall be forwarded to the Union within fourteen (14) calendar days of receipt by the District. The Union shall have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the District. If challenged, the deduction to the charity of the employee's choice shall commence, but shall be held in escrow by the District pending resolution of the challenge. Charitable contributions shall be by regular payroll deductions only.

Section 10. Union Membership or Service Fee.

Employees shall not be required, as a condition of continued employment, to join the Union. Instead, an agency shop arrangement requires the employee, as a condition of continued employment, either to join the Union, or to pay the Union a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Union.

Section 11. Permissible Uses of Service Fee.

The service fees charged by the Union to non-members covered by an agency shop arrangement is your fair share of the costs of sustaining the Local Union's broad range of programs in support of you and your co-workers. The service fee represents only that portion of the Union's expenditures devoted to collective bargaining contract administration, grievances and arbitration, and other matters affecting wages, hours and other conditions of employment. These are called "chargeable" expenditures and will include for example: the cost of negotiations with employers; enforcing collective bargaining agreements; handling employees' work related problems through informal meetings with employer representatives, the grievance procedure or hearings before administrative agencies; union administration; and litigation related to any of the above. The service fee is only for "chargeable activity".

Section 12. Payroll Deduction.

Teamsters Local 542 will notify the District Manager, in writing, of the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change. Upon

completion of dues deduction, the dues shall be forwarded to Teamsters Local 542 forthwith.

Section 13. Prohibited Uses of Service Fees.

The service fee collected by the Union from non-members shall not include any expenses incurred for political action and organizing expenses.

Section 14. Procedure for Challenging Amount of Service Fee.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson,* 106 S.Ct. 1066 (1986), with respect to the constitutional rights of non-member service fee payers. Accordingly, the Union agrees to do the following:

1. Give thirty (30) days advance notice to non-member service fee payers of the amount of the fee and a full explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise non-member service fee payers of an expeditious and impartial decision-making process before an impartial decision-maker mutually selected by the parties, whereby non-member service fee payers can object to the amount of the service fee.
3. Place the amount in dispute into an escrow account pending resolution of any objections raised by non-member service fee payers to the amount of the service fee.

Any dispute concerning the amount of the service fee and/or the responsibilities of the Union with respect to service fee payers shall not be subject to the grievance and arbitration procedures contained in a comprehensive of Agreement between the parties.

Section 15. Financial Reporting Requirements of the Union.

The Union shall keep an adequate itemized record of its financial transactions and shall make available, annually to the District the employees who are covered by an agency shop arrangement, within thirty-one (31) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by a certified public accountant.

Section 16. Process for Rescinding Agency Shop.

An agency shop arrangement may be rescinded by a majority vote of all the employees in the unit, provided that:

1. A request for such a vote is supported by a petition filed with the District Employee Relations Officer containing the signatures of at least thirty percent (30%) of the employees in the applicable unit; and
2. The vote is by secret ballot; and
3. The vote may be taken at any time during the term of the Agreement, but in no event shall there be more than one vote taken during the term of the collective bargaining agreement.

Section 17. Union Indemnification.

The Union shall indemnify, defend and hold harmless the District and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the District regarding an agency shop arrangement. If an improper deduction is made, the Union shall promptly refund any such amount directly to the employee.

Section 18. Effect of Legislative or Judicial Revision, Reversal or Interpretation.

In the event that the agency fee provisions contained in Govt. Code Sec. 3546 are reinterpreted, revised or reversed by action of the California Legislature or by Judicial determinations pursuant to legal challenges, this Contract shall be revised or nullified accordingly in whole or in part.

ARTICLE 4 – CHECK-OFF

Section 1.

The District agrees to withhold and to remit promptly to the Union the initiation fee and monthly dues from the pay check of each employee covered by this Agreement, in accordance with a written order which the Union agrees to furnish signed by each individual employee.

Section 2.

Such deductions shall be made by the District from wages of employees for their first pay period in the calendar month, and will be transmitted to the Union no later than

the last day of the month, except for December-- paid on the first business day in January, unless unable to do so because of equipment breakdown or acts of God.

ARTICLE 5 – NO REDUCTION

Section 1.

No employee shall suffer a reduction of wages, fringe benefits or working conditions as a result of the adoption of this Agreement.

ARTICLE 6 – WORKING HOURS

Section 1. Hours – General.

The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length.

On-site time for all unit members shall be seven and a half (7 ½) hours per day exclusive of the lunch-time period. Further, arrival and dismissal of the bargaining unit members shall be scheduled with the administration provided the seven and a half (7 ½) hours on-site time is maintained. The seven and a half 7 ½ hours shall be between the hours of 7:00 am and 4:00 pm exclusive of the 30 minute duty free lunch.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school.

School-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, in-service days and the like.

In addition to assigned duties, as described in the unit member's job description, unit members shall perform other duties, some of which may occur outside of the school-based assignment hours. Other such duties may include supervising pupils within and outside school hours; preparation and conducting of I.E.P.'s (student Individual Education Plans); classroom observation, teacher conferencing, consultation with staff and parents, and other professional conferences; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved staff development programs.

In assigning the duties as set forth in the preceding paragraph, site and/or district administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious or vindictive manner.

With the exception of attending annual open house events and activities related to the preparation or development of an Individualized Education Plan, if a unit member is assigned to work over the seven and a half (7 ½) hours, member shall be paid $38.00 per hour.

Section 2. Assigned Days of Work.

The contract year will be for 195 workdays inclusive of 180 student instructional days. The additional days shall only be assigned prior to or after the normal instructional school year, or the two designated teacher contract days within the instructional school year.

ARTICLE 7 – DISCIPLINE

Section 1. Personnel Files.

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment, except as provided in the following sentence:

> "Pursuant to Education code section 44031 the following materials shall not be available for inspection: ratings, reports or records that (A) were obtained prior to employment, (B) were prepared by identifiable examination committee members or (C) were obtained in connection with a promotional examination."

A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

1. Pre-employment information.
2. Medical reports.
3. Copies of annual contracts and supplemental contracts.
4. Transcripts.
5. Certification material.
6. Letters of commendation.

7. Copies of official personnel action.
8. Written evaluations.
9. Other materials, as agreed between the unit members and the Director, Human Resources.

Photocopies or originals of materials to be placed in a unit member's personnel file shall be provided to the unit member who shall sign a receipt signifying that she/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint; any material shall be removed from the file within 15 days if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

Section 2. Process.

No permanent unit member shall be disciplined without reasonable and just cause. Nothing herein limits the District's right to dismiss a permanent employee for causes outlined in Education Code section 44932. Nothing herein limits the district's right to non-reelect or to dismiss a probationary employee.

The District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

1. A documented verbal reprimand.

2. A conference with the unit member which is memorialized in a memorandum, but not placed in the personnel file.
3. A written reprimand which is placed in the personnel file.
4. Suspension with or without pay.
5. Termination.
6. Imposition of a suspension not to exceed fifteen (15) consecutive work days.

In the event of major or serious infractions, the District may impose discipline without following the progressive steps set forth above. The district may impose the suspension following completion of the process outlined below; the district may immediately suspend an employee who poses a serious threat to his own health or safety, and/or the health and safety of others; in such cases the procedures outlined below shall be implemented as soon as practicable. In addition, the content of oral or written communications in steps 1 and 2 above shall not be subject to the grievance procedure.

Section 3. Right to Representation.

A unit member shall be entitled to have a representative of his/her choice present when he/she is subject to disciplinary action which may result in a written reprimand. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days, or ten (10) working days for disciplinary action that may lead to unpaid leave, in order that such a representative may have an opportunity to be present.

1. 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 Union 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 Union. If mutual agreement cannot be reached within five (5) calendar days after a request for hearing is received, the parties shall request a list of five (5) arbitrators from the State Conciliation Service. 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.

d. The unit member must file the request for hearing under Section c., above, with the Superintendent's Office no later than five (5) calendar days (excluding days the central office is closed) after receiving the notice of suspension. Failure to file a written appeal within the five (5) day period shall be deemed a waiver of any right to a hearing.

e. The arbitrator shall prepare a written finding and a decision within thirty (30) calendar days after the close of the hearing. The decision shall be binding on all parties, but the arbitrator shall have authority only to affirm, modify or revoke the suspension without pay. Any modification shall be limited to increasing or decreasing the number of suspension days and, if the suspension is reduced or revoked, the unit member shall be entitled to back pay for the number of suspension days rescinded.

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

3. The costs of an arbitrator shall be borne equally by the District and the Union. Each party shall bear its own costs of representation at the hearing.

4. Nothing contained in this Article shall be construed to limit or restrict the authority of the governing board to dismiss, suspend or to take other disciplinary action under the Education Code or other applicable law.

Suspensions of fifteen (15) working days or less shall be subject to the due process procedure set forth in this Article and the contractual grievance procedure shall not apply.

5. Progressive discipline notices will only be considered valid if they are issued within five (5) school days of the event giving rise to notice or within five (5) school days from the date the District first had knowledge of the subject event. For warning notices to be valid, the District shall send the Union a copy within five school days.
6. After two (2) years, materials in files cannot be used for purposes of this Progressive Discipline clause unless there is a pattern. In cases of dismissal pursuant to the Education Code, the materials may be used for up to four years.
7. All warning notices shall be issued within five (5) working days from the date the District first had knowledge of the incident.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. General Provisions.

A grievance is defined as a statement by a unit member that the District has violated an express term of this Agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than an individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. Upon request by a unit member, the Union shall be entitled to represent such person in matters involving discipline or discharge of the unit member, and to accompany such person to review the unit member's personnel file.

Section 2. Level I.

Before filing a written grievance, the grievant shall make a reasonable attempt to resolve the complaint by means of a conference with his/her immediate administrator.

Section 3. Level II.

Within fifteen (15) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate administrator. If neither the grievant nor the Union had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or Union knew, or could with reasonable diligence, have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Within five (5) days of the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant or with the grievant and his/her representative. The administrator shall communicate a decision to the employee and the employee's union representative in writing within five (5) school days after the grievance meeting, and such action will terminate Level II.

Section 4. Level III.

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee. Such appeal must be made within five (5) school days of the termination of Level II.

The appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reasons for the appeal. Level II hearings shall be held within ten (10) school days of the receipt of the appeal from Level II.

The Superintendent or designee shall communicate a decision to the employee and the employee's union representative in writing five (5) school days after the date of the Level III hearing, and such a decision will terminate Level III.

Section 5. Level IV.

If the Level III decision does not settle the grievance, the grievant may, within five (5) school days after the Level III decision is rendered, present to the Board of Trustees, through the Superintendent, a request for a hearing. Within fifteen (15) school days following the request for a hearing, the Board of Trustees, or a committee composed of a minimum of two (2) Trustees, shall conduct a hearing of the grievance. The Board

may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. The decision of the Board of Trustees will be communicated in writing to all parties.

Section 6. Arbitration.

1. If the Union is not satisfied with the decision at Level IV, the grievance may be submitted, by the Union, to arbitration, provided that notification of submission to arbitration is given to the Superintendent within ten (10) days of the Union's receipt of the Level IV decision.
2. **Selection of Arbitrator:** The Union and the District shall attempt to agree upon an Arbitrator. If no agreement is reached within ten (10) days, the parties shall jointly contact the California Mediation and Conciliation Service and request the names of seven (7) qualified and available arbitrators. Within seven (7) calendar days after receipt of said list the Union and the District representatives shall each strike three (3) names from it in the following manner: The two (2) representatives shall determine by lot the order of elimination and thereafter each shall, in that order, eliminate names from said list by alternatively striking names. The remaining name shall thereupon be accepted by both the District and the Union as the arbitrator. The district and the Union shall immediately thereafter jointly notify the above-mentioned services of their joint selection.
3. **Hearing, Arbitrator's Decision:** The Arbitrator selected in accordance with paragraph 2 above shall conduct a hearing.

A. The Arbitrator shall render an award within thirty (30) days after the close of the hearing, receipt of transcript (if any) submission of the parties' briefs (if any) whichever of said events occur later.

B. The power and authority of the Arbitrator shall be limited to determining the meaning and interpretation of the explicit terms of this Contract and issuing an award according to it. The Arbitrator shall not have the authority to add to or subtract from of modify any terms of this Contract or to establish or change wages or rates of pay. The Arbitrator shall not have authority to issue an award for periods of time not covered by the effective dates of this Contract.

4. **Fees and Expenses:** The fees and expenses of the Arbitrator and the hearing shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, except that the grievant, the grievance representative and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union.

5. **Statement of Issues:** The Arbitrator shall be limited to deciding the issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues. In cases of procedural disputes, the Arbitrator shall be empowered to rule on such disputes.

6. **Rules of Procedures:**

The decision of the Arbitrator shall be binding on the Union, the District and the grievant.

Section 7. Failure to Meet Time Limits.

If a grievance is not processed by the grievant and Union in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievance may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level II as a result of the summer recess.

Section 8. Union Representation.

The grievant shall be entitled, upon request, to representation by the Union at all grievance meetings beyond the informal level. In situations where the Union has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

Section 9. Confidentiality.

In order to encourage a professional and harmonious disposition of unit members' complaints, it is good that from the time a grievance is filed until it is completed, neither

the grievant nor the Union nor the District shall make public either the grievance or evidence regarding the grievance.

Section 10. No Reprisals.

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

Section 11. Grievance Files.

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE 9 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Reserved Rights.

All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

1. The legal, operational, geographical or organizational structure of the District, including the chain of command, division of authority, organizational divisions and sub-divisions, external and internal boundaries of all kinds, and advisory commissions and committees;

2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements, imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of the Agreement;
3. The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;
4. All services to be rendered to the public and to District personnel support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;
5. The utilization of personnel not covered by this Agreement, including substitutes, temporaries, home teachers, provisional personnel, consultants, instructional aides, and supervisory or managerial personnel, to do work which is normally

done by unit members covered hereby, in the event of work stoppage by unit members;

6. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course, content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and public with respect to such matters;
7. The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment, policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities; classrooms, functions, activities, academic subject matters grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening;
8. The job classifications and the content and qualifications thereof;
9. The duties, work contents, and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;
10. The dates, times, and hours of operation of District facilities, functions and activities;

11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;
12. The rules, regulations and policies for all employees, students, and the public;
13. The retirement of employees for age or disability; and
14. The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

Section 2. Other Rights and Responsibilities.

All other rights of management and responsibilities not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District. To promote and maintain ethical and professional practices as per professional standards.

Section 3. Intentions.

It is not the intention of the parties, in setting forth the above-mentioned rights and responsibilities of management, which detract or diminish in any way the rights of the Union or of the unit members as expressly set forth elsewhere in this Agreement. It is the parties' intention that the clear and explicit provisions of the other Articles of this Agreement constitute the only contractual limitation upon the District's rights.

Section 4. Exercising Rights.

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

Section 5. Disputes.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 8 unless the dispute is otherwise grievable under another Article of this Agreement.

Section 6. Professional Attire.

It is recommended that all unit members be professionally dressed when on duty and/or representing the District at any event.

ARTICLE 10 – TRANSFERS / SENIORITY

Section 1. Definitions.

1. **Transfer:** A transfer is defined as the relocation of unit members from one school to another school, from one District administrative department to another administrative department, or between a school and a District administrative department. Transfers fall into two categories: (1) Voluntary transfers that are initiated at the request of the unit members, and (2) Involuntary or administrative transfers that are initiated by the District.

2. **Seniority:** Seniority shall be by date of hire in the classification and then by district date of hire.

Section 2. Posting of Openings.

1. An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than by a substitute or temporary employee.
2. The District shall post at each school location a notice of each opening as it occurs during the regular school year or at the District Administration Office during other times. Each notice shall state a deadline for applications which shall be not less than seven (7) school days after posting. The opening shall not be filled prior to such deadline.
3. An opening, for posting purposes, is not created when a permanent or probationary employee is on a paid or unpaid leave of absence or a one semester opening exists.
4. Any unit member may apply for such openings by submitting a Transfer Request form to the Personnel Office within the seven (7) working days time limit specified above.
5. Posting errors shall not be submitted to grievance. The error shall be corrected prior to filling the openings.

Section 3. Voluntary Transfer, Counselor.

1. Requests for voluntary transfers may be made by submitting a Transfer Request to the Personnel Office. The Superintendent or designated representative will give consideration of the transfer request but may deny it if, in his/her opinion, such transfer is not in the best interest of the District.
2. The filing of a request for transfer is without prejudice. It does not jeopardize the applicant's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been affected.
3. Any time after the end of school, but not later than June 30th, a unit member may request a transfer by submitting a Transfer Request to the Personnel Office. The Superintendent or designated representative will consider the transfer request prior to filling the opening. A unit member may submit as many requests for transfer as desired.
4. A unit member who requests transfer to an available position and is denied, may be provided a written statement, if so requested by the employee.

Section 4. Involuntary Transfer, Counselor.

1. The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or other District needs. Whenever an involuntary transfer becomes necessary, the administrative supervisor shall determine if there are volunteers from unit members. In designating the transferee, the supervising administrator shall be guided by the following criteria, credentialing, previous assignments, extra service and extra-curricular assignments, participation in special programs,

programmatic needs, affirmative action and other factors specifically applicable to the needs of the school. Seniority shall be used to break ties.

2. The Union Shop Steward will be notified of all involuntary transfers.
3. Upon written request, an opportunity will be provided for the unit member to meet with the administrator recommending the transfer and be advised of the reasons for such recommended transfer.
4. No unit member shall be transferred arbitrarily or capriciously.

Section 5. Superintendent's Transfers.

In situations not provided for herein, the Superintendent's power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

ARTICLE 11 – PUPIL UNIT MEMBER RATIO

The Board of Trustees shall determine and regulate the ratio of pupils to unit members in relation to the total responsibilities, powers and rights imposed upon, vested in, and reserved to, respectively, the Board by law.

1. The Board will continue its efforts to maintain staffing patterns that will avoid State penalties.
2. The Board shall promote unit member caseloads which are within the best interests of the students concerned.
3. The Board of Trustees agrees that it shall not arbitrarily or capriciously assign abnormally or unreasonably large unit member caseloads within the District.

Though the Board reserves the power to amend the pupil: unit member ratio for the ensuing school year at any time during the preceding school year as deemed appropriate, the Board is also cognizant of the effects of this ratio upon the jobs of unit members and the value of counsel with all employees, whether performing direct or indirect services to pupils, as well as factors enumerated herein above. Therefore, the District agrees to consult with all affected unit members prior to making changes in the pupil: unit member ratio, unless the need for change is deemed an emergency by the Board. If the Board determines that an emergency exists, it shall notify the Union in writing of its decision. The decision of the Board, following consultation, shall remain solely a decision of the Board.

ARTICLE 12 – REASSIGNMENT

1. The parties recognize that it may be necessary to reassign unit members involuntarily because of enrollment adjustments, budgetary restrictions or other District needs. When such a reassignment becomes necessary, the Superintendent or designee will review such reassignment with all individuals involved and with the Union Shop Steward prior to a final decision.
2. In designating the unit member to be reassigned, the administrator shall consider the following criteria: full vs. partial credential, previous assignments, extra service and extra-curricular assignments, responsibility for special counseling programs, affirmative action, department leadership and curriculum needs. Seniority shall be used to break ties. Unit member seniority shall be determined in accordance with the formula found in Article 10 above.

3. A list of unit members in order of seniority will be maintained by the Personnel Office.
4. A unit member who has been involuntarily removed from a position and reassigned as a teacher because of enrollment adjustments, budgetary restrictions or curriculum needs will be given first consideration for reappointment to vacancies in their previous position that occur within the District. Such special consideration will continue for a period of thirty-six (36) months.
5. If more than one (1) reassigned unit member is available for special consideration, the supervising administrator shall make the selection based on the criteria listed in paragraph 2 above.
6. If a reassigned unit member twice refuses an opening, the special consideration clause, paragraph 4 above, of this Section shall be considered to have ended. This Section shall not be applicable to reduction in force instituted under Education Code 44955.
7. No later than May 15th of the school year preceding the school year in which the reassignment will take place, a unit member being considered for reassignment shall be given written notice stating that it has been recommended that the unit member be reassigned for the ensuing school year, and stating the reasons for such recommendation.
8. The unit member shall have fourteen (14) calendar days from the receipt of the notice of reassignment to request a meeting with the Superintendent or designated representative to determine if there is cause for the reassignment.

9. The request for the meeting must be in writing and must be delivered to the Superintendent or designee within the fourteen (14) calendar days specified above.
10. The meeting shall be held by June 1st and a final written decision of the Superintendent shall be given to the Unit member within five (5) school days after the meeting.
11. Upon approval of the unit member involved, a copy of the decision will be sent to the Teamsters Union Local 542, San Diego.

ARTICLE 13 – LEAVES OF ABSENCE

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

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

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

A unit member absent from work shall notify their immediate supervisor/designee the 1st day of such absence except where he/she is physically unable to do so.

Section 1. Sick Leave.

Any regular full-time unit member shall be entitled annually to sick leave for absence occasioned by personal illness, injury, or necessary consultation and/or treatment by generally recognized medical practitioners in connection with such illness or injury. Said leave shall be a accumulated at a maximum of ten (10) days annually for unit members serving under certificated standard or ten-month contracts, eleven days for those serving under the certificated eleven-month contract, and twelve days for those serving under the certificated twelve-month contract.

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

unit member in consultation with his supervisor or other District administrative personnel.

Unit members shall contact their immediate supervisor and enter their absence to the District's automated attendance system as soon as possible but in no case later than one (1) hour prior to an absence from duty for personal injury or illness of the work day, except where such notice is impossible. Failure to provide the above notice is grounds for progressive discipline.

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

1. For any period of leave under this policy, full pay shall be granted to a unit member up to the number of days accumulated, as provided by law, as of the end of that current school year in which the leave commences, provided that such leave may not extend beyond the end of that current school year without review by the Board.
2. For Extended Sick Leave, unit member shall be entitled to a maximum of five (5) school months non-accumulated sick leave subject to the following provisions (E.C. 44977):
    a. Sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
    b. An employee shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-

month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year.

c. For the period of absence covered by the days of non-accumulated leave the unit member shall receive the difference between the regular salary and the sum which is actually paid a substitute employee to fill the position during absence or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed.

d. If the days of extended sick leave total or exceed ten (10) work days, the unit member is required to present written medical verification pursuant to this provision shall also present to the Superintendent or designee an authorization to return to work, signed by a medical provider, stating that the unit member's return to duty does not present a danger to the unit member or others,

e. If the written verification described above does not clearly conclude to the satisfaction of the Superintendent or designee that the absence is due to personal illness or injury, or that the illness or injury is sufficiently severe to warrant continued absence, the Superintendent or designee may request an interactive meeting with employee and union representative (if requested) to determine next steps.

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

a. Diagnosed and verified in writing to supervisor by recognized medical practitioner or health consultant.

b. Communication in writing must include unit member's name, name of medical practitioner or health consultant, business address and phone number, as well as the estimated time the unit member will be unable to perform regular duties and beginning date of disability leave.

c. The benefits of this Section only apply to the verified dates of disability. The before and after dates will be defined as the school days scheduled before and after the disability.

When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided above, and the unit member is not medically able to resume the duties of his/her position the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the unit member is on probationary status or for a period of 39 months if the unit member is on permanent status. When the unit member is medically able, during the 24 or 39 month period, the unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24 or 39 month period shall commence at the expiration of the five-month period provided above.

Section *2*. Authorized Leave Verification.

The District may, when it has reason to believe a unit member is misusing leave, require that written medical verification, signed by a medical provider, of illness or injury

for any day or days of extended sick leave taken be presented. Additionally, verification may be sought under the following circumstances:

A. Upon the third (3) consecutive day of absence, the immediate supervisor may request a unit member to present written medical verification of the illness or injury and/or authorization to return to work; and/or

B. When the annual sick leave entitlement has been used, the immediate supervisor may request a unit member to present written medical verification of the illness or injury and/or authorization to return to work.

Medical verification shall be submitted to the immediate supervisor.

If just cause exists because of misuse of leave, the District may take appropriate disciplinary action. If the District requests additional medical verification (a "second opinion"), the medical expenses incurred in the verification of the legitimate use of leave shall be borne by the District.

Section 3. Personal Necessity Leave.

Employees may use, at their election, accumulated sick leave not to exceed six (6) days per year for cases of personal necessity for the following reasons, using the procedures below:

1. **Personal Necessity not requiring advance permission to be absent from duty:**
    a. Death or serious illness of a member of his/her immediate family (definition of immediate family contained in Education Code 44985).
    b. Accident involving their person or property or the person/property of their immediate family.

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

   a. Appearance in any court or before any administrative tribunal as a witness under subpoena or other agency order made with jurisdiction. If the unit member can reasonably return to his/her assignment for at least half a day or be present half a day before leaving to appear, the employee is expected to do so.

   b. Delay in returning to work because of unavoidable circumstances (flood, storm, vehicle breakdown, public transportation delay), unless the employee is not in a position to give advance notice. The number of days of absence on any one occasion shall be no more than reasonable as determined by the supervisor.

   c. Early departure at the end of a contract year or late return at the beginning of a contract year because of scheduled college attendance (late summer session, NSF Workshop, etc.) or because of professional growth travel where the entire tour or to and from transportation arrangements are under the auspices of one of a unit member's professional organizations. This leave is subject to the written approval of the Superintendent and at his/her discretion.

   d. Personal business not to exceed six (6) days per year. It is the purpose of this provision to provide employees leave for personal business of such a sensitive nature that they do not want to confide in administrators (court appearance, drug and/or alcohol treatments, psychiatric care). It is not the

purpose of this provision to provide employees leave for frivolous purpose, unwarranted reasons or reasons which may run counter to the welfare of the district (applying for work elsewhere, hair appointments, sporting events, shopping, vacation trips, etc.). In order to take personal business leave, a written request must be made at least 48 hours in advance or at the member' earliest knowledge of the need for personal necessity. The leave may not be taken the first five days or the last five days of the unit member's working year, nor the day before or the day after a holiday or vacation. The District shall not require employees to state reasons for personal business leave. The building administrator or supervisor shall have the right to refuse the request when too many unit members request to use the same day. Any such days of leave taken under this Article and Section shall be charged to and deducted from the unit member's full paydays of accumulated sick leave.

Section 4. Family Illness.

Any regular full-time unit member shall be allowed annually (non-cumulative) up to five (5) days of leave with full pay in the event that serious illness or injury incurred by a member of the unit member's family requires the immediate and actual presence of the unit member with the ill or injured person. For purposes of this policy section, "family" shall include only mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, or father-in-law of the unit member, or any relative of the unit member or of the spouse of the unit member living in the immediate household of the unit member or a

domestic partner. Any such days of leave taken under this Article shall be charged to and deducted from the unit member's full pay days of accumulated sick leave.

Section 5. Bereavement.

Any regular full-time unit member shall be entitled to five (5) days leave of absence with full pay in the event of the death of a member of his immediate family as defined in Education Code Section 44985, or of a grandchild or a person who has acted "in loco parentis" to the unit member or the spouse of the unit member or a domestic partner. Members of the family to include in-laws, aunts, uncles, nieces, nephews to the unit member or the spouse of the unit member. Related documentation such as obituary or pamphlet is required to be submitted to the immediate site supervisor. The documentation must meet the approval of the immediate supervisor.

Up to three (3) days additional leave may be granted if travel exceeds 250 miles one way to attend or arrange for the funeral. Proof of travel distance and related documentation is required to be submitted to the immediate site supervisor.

Section 6. Judicial and Official Appearances.

Any regular full-time unit member shall be entitled annually (non-cumulative) to a maximum of three (3) days leave for the purpose of appearing as a witness in court other than as a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

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

During the normal working day, those unit members required to appear for jury duty within the city limits of Blythe will return to the work site to perform their regular duties within thirty (30) minutes of release by the court unless said release is after 3:00 p.m.

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

Section 7. Quarantine.

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

If the period of quarantine extends beyond sixty (60) days during which schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year, the unit member shall be entitled to salary in any given month which shall be the lesser of: (a) the difference between the amount due him/her for that month and the amount actually paid a substitute

employee employed to fill his/her position during his/her absence for that time exceeding sixty (60) days, or (b) fifty percent (50%) of the amount due him/her that month for that time exceeding sixty (60) days.

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

Section 8. Industrial Accident or Job-Incurred Illness.

1. Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability, and shall be limited to sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
2. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided for such leave and his/her absence for such purpose shall be deemed to have commenced on the day of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave, which when added to his/her temporary sick leave indemnity will result in payment to him/her of not more than his/hers full salary.
3. Allowable leave shall not be accumulated from year to year.

4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a unit member is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/hers temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in payment to him/her of not more than his/hers full salary.
6. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
7. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
8. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
9. Any unit member receiving benefits as a result of these rules and regulations shall, during the period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

Section 9. Maternity Leave.

Unit members shall be allowed Maternity or Paternity leave subject to the provision of applicable Federal and State Laws provided that any such days of leave taken under this Article and Section shall be charged to and deducted from the unit member's full paydays of accumulated sick leave. If a unit member exhausts all available accumulated sick leave during this period of time, the unit member shall fall into differential pay.

The Governing Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, adoption, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

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

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

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

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

Section 10. Sabbatical Leave.

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

1. Recognition of faithful and competent unit member service.
2. Improvement of professional competence and stature as a service both to the individual unit member and to the District.
3. Encouragement of continuity of service in the District.

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

Sabbatical leave shall be granted only to unit members who have a minimum of seven (7) consecutive years of full-time service with the District prior to the granting of the leave and since entry into service with the District or since resuming service after any previous sabbatical leave granted by the District. The Board reserves the right to limit

the number of sabbatical leaves granted for any one fiscal year up to a maximum of 3% of the total certificated staff.

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

1. Order of date of receipt of official applications.
2. Length of service in District.
3. Equitable distribution of leaves among schools and departments of the District.
4. Consideration of optimum number of staff on leave at any one time.
5. "Second time" versus "first time" requests.

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

Leave granted under this policy following seven (7) or more consecutive years of service shall be for a full twelve (12) month period or may be for two six-month periods, provided that the leave of absence for both separate six-month periods shall be commenced and completed within a three (3) year period. A unit member may initially request granting of leave for only a six-month period, which, if granted, shall not be subject to reconsideration for an additional six-month period within the three (3) year

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

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

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

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

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

Section 11. Military Leave.

Unit members shall be allowed military leave subject to the provisions of applicable Federal and State law. Requests for military leave must be submitted to the Superintendent or designee as far in advance as possible in order for the District to obtain coverage.

Section 12. Personal Leave.

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

Any regular full-time permanent unit member may submit written request for personal leave for from six months to one year. Granting of such leave will be considered on the basis of the need, of which the Board shall be judge, and in terms of the availability of an adequate replacement for the unit member during the period of leave. Such leave shall be without pay.

No such leave of absence may be extended beyond twelve months, except by renewal of the board. Long-term leave (10 months or more) shall, as much as possible, be coincident with one regular school or fiscal year.

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

Such leave shall not be considered as employment for the various purposes of computing cumulative years of service in the District, including advancement on the salary schedule. Upon expiration of the leave, the unit member shall be reinstated in the position held by him prior to the leave or in a position comparable in responsibility, there being no assurance implied herein of return to an exact assignment held prior to the leave. The Board reserves the right, subject to applicable provisions of the law, to make such change in position assignment of the unit member upon his return from leave that will best serve the interests of the District.

While on such leave, a unit member shall have the option to remain an active participant in the District fringe benefit program by contributing the total premium thereto.

Section 13. Catastrophic Sick Leave Bank.

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

2. The Joint Catastrophic Sick Leave Bank Committee hereinafter referred to as the Committee determines the certificated employee's eligibility to receive donated leave under this Section. The Committee shall be composed of four (4) appointees, two (2) by the District and two (2) by Teamsters I. The Committee shall review all withdrawal requests and shall take action within five (5) work days. The Committee shall prepare a written report regarding the matters submitted to it. The report shall be submitted to the District and the Business Agent as an information item. Any action taken requires the presence of all Committee Members; a simple majority vote shall prevail, a tie vote shall represent denial.
3. To be an eligible participant of the Catastrophic Sick Leave Bank, a probationary or permanent certificated employee must donate one day of sick leave during the open enrollment period and one day each year thereafter. Current participating members will be exempt from donations in any year in which the bank exceeds 200 days on September 1st. A certificated employee may only join the Sick Leave Bank during the annual open enrollment period in September. New members wishing to enter the bank will be required to donate one day during the open enrollment period regardless of the total number of days in the Bank. New employees may also join during the 30 calendar days following initial employment.
4. Donations of sick leave days to the Bank shall be irrevocable. Sick leave which is donated under this Section shall be deducted from the accrued sick leave

authorized under Article 13, Section 2, Personal Illness and Injury in the Agreement.

5. Sick leave day contributions will be authorized on the appropriate form (see Appendix) and continue from year to year under the provisions addressed below until canceled by the certificated employee. No sick leave may be surrendered or drawn for purposes of summer school.
6. A certificated employee who qualifies for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted. A certificated employee who has exhausted sick leave but still has differential leave is eligible for a partial supplement from the Bank. The District shall pay the certificated employee full pay and the Bank shall be charged one-half day. This shall not exceed the amounts allowed as maximum below.
7. Leave from this Bank may not be used for illness or disability which qualifies the certificated employee for Worker's Compensation leave, and/or his/her own paid leave.
8. The maximum number of workdays from the Bank allowed by one member for a single catastrophic injury/illness shall not exceed 10 days.
9. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Business Agent nor the Committee shall be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave donation.
10. The certificated employee shall submit a "Certificated Sick Leave Bank Request for Withdrawal" form (see Appendix) for the release of medical information. The

Committee may require an independent medical evaluation to determine a certificated employee's right to receive leave from the Bank.

11. No action taken by the Committee under this Section shall be subject to the grievance procedure of this Agreement. A certificated employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) calendar days after the action or decision in question. A waiver may be granted to an employee who is unable to make a request in a timely fashion due to medical reasons.
12. The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame.
13. If any provision of the Section is held to be unlawful, then this entire Section shall be null and void. This Section supersedes any obligation of the District under Education Code Section 44043.5.

ARTICLE 14 – SAFETY CONDITIONS

Section 1. Obligation.

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

Section 2. Reporting Concerns.

The District shall provide a uniform form for reporting safety concerns, one copy of which shall be retained by the unit member filing such report, one copy shall be forwarded to the site administrator and one copy shall be forwarded to the Maintenance Department. Copies of the form should be signed by the unit member, the site administrator and, if possible, by a representative of the Maintenance Department.

Section 3. Reasonable Force.

Any assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

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

Section 4. Physical Safety.

The above provision, Article 14, Section 3, shall not be read as a requirement that unit members must place themselves in danger of serious bodily injury in order to protect another employee or student from assault.

ARTICLE 15 – HEALTH AND WELFARE

Section 1. Cost.

1. Effective July 1, 2020 the District contribution for school year toward employee health insurance package will be $15,240.00 per year.
2. The parties recognize that the Trust may raise rates effective January 1, 2007 and/or any successive January 1. In the event of such increase the District will not be obligated to increase its premium contributions unless and until negotiated otherwise; this means that the difference, if any, shall be deducted from the employee pay warrants. At the beginning of any school year, any unit member may elect to have the full amount of the District contribution to the health and welfare be added to his or her salary and the full amount of the premium deducted from his or her salary and sent to the insurance carrier to cover the premiums. The election selected by the employee will remain in effect for the entire school year and continue until the employee changes the election selected. Any cost to the District to implement the employee's decision will be borne by the individual Union Member.

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

1. Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves may participate in the District's health insurance program not to exceed twelve (12) months following exhaustion of said leave.
2. Unit members on District approved paid leave of absence may participate in the District's health insurance program for the period of the leave.

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

Section 2. Retirement Incentive.

1. A retirement incentive is available to any unit member having served at least ten (10) consecutive years with the District prior to retirement, AND:
2. Who retires after his/her 58th birthday, and prior to the beginning of or at the end of the school year in which his/her 63rd birthday occurs shall be provided, at his/her request, health and welfare coverage with the District paying 85% of the premium(s) then in effect, and the employee paying 15% each year until the end of the month in which the employee reaches age 65. The 85% retiree contribution on behalf of the District cannot exceed 85% of the highest health and welfare insurance rate paid on behalf of active employees.
3. Employees who elect not to retire prior to or at the conclusion of the school year in which they reach age 63 shall not be eligible for this benefit. Employees retiring at age 64 through 65 may continue on the District health plan until age 65, but only at their own expense with no District contribution.
4. In the event that Medicare or some other national or state health plan becomes available to employees under the age of 65, this benefit will be provided only up to the date such other plan takes effect.

5. Employees over the age of 65 who elect to retire will be eligible for benefits under the provisions of Medicare; employees eligible for Medicare benefits must carry both A and B coverage, if eligible.
6. If both husband and wife are eligible employees under the plan, only one of them may enroll as a subscriber and the other spouse must enroll as the dependent. If the subscriber is no longer eligible for this health insurance incentive, the dependent automatically becomes the subscriber until age 65, if the dependent *was a full-time employee for at least ten (10) consecutive years before retirement.*
7. ALTERNATIVE RETIREMENT INCENTIVE: This is an alternative to the incentive provided in paragraphs 1 and 2 above and no employee shall have the benefit of both clauses. Eligible employees may choose from one or the other option. An employee who has served the District a minimum of fifteen (15) consecutive years before retiring and who is or will become eligible for Medicare may elect to have the District pay for a Medicare Supplemental Insurance Policy at the employee only rate for five (5) years or until the retiree reaches age seventy (70), whichever comes first.

Section 3. Right to Contact.

The Union shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

Section 4. Savings Clause.

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

ARTICLE 16 – EVALUATION PROCEDURES

Section 1. General Provisions.

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgement of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

Section 2. Procedures.

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the administrator. It is agreed that evaluation observations will not be conducted during confidential counseling or assessment sessions.

1. All probationary unit members will be evaluated annually and permanent unit members at least every other year, using the Standard Based Assessment Forms that are appropriate to each unit's professional association. The final evaluation

conference shall be conducted no later than May 1st for probationary and permanent unit members and necessary forms forwarded to the Personnel Office not later than June 15th. The final evaluation should reflect in writing whether the unit member is to be considered for re-employment.

2. Prior to November 15th of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference. See Appendix B 1-4.
3. The purpose of the preliminary evaluation conference shall be to review standards based goals At the time of the conference, the evaluatee and evaluator shall have completed, in duplicate, a work copy stating goals in the required areas of evaluation, using the Preliminary Standards Based Evaluation Form.
4. The evaluatee and evaluator shall attempt to agree to the specific goals, based on the association standards for each work group, upon which the evaluatee shall be evaluated. Such goals shall be reduced to writing. Failing an agreement, the evaluatee shall nevertheless be evaluated on the specific goals as determined by the evaluator.
    a. The evaluation of first-year probationary unit members shall place an emphasis on three goals based on each associations' standards. In year one, the evaluator chooses all three standards.
    b. The evaluation of second-year probationary unit members shall place an emphasis on three goals based on each associations' Standards. In year two, the evaluator chooses two goals and the evaluatee chooses one goal.
    c. The evaluation of permanent members shall place an emphasis on three goals based on each associations' Standards. In year three, the evaluator

chooses one goal, the evaluatee chooses one goal, and the evaluator and evaluatee agree on the third goal. In cases where an agreement is not reached, refer to Article 16, Section 2, #5.

5. In the event of disagreement, the word "disagreement" shall be stated after the objectives on the Preliminary Standards Based Evaluation Form; however, disagreement on goals shall not be subject to the grievance procedure.
6. Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the Preliminary Standards Based Evaluation Form. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal comments within five (5) school days of the date of the typed copy of the Preliminary Standards Based Evaluation Form.
7. The personnel to be evaluated shall be observed early in the evaluation year by the evaluator. Within five (5) school days of the observation, the Standards Based Evaluation form shall be completed and a follow-up conference with the evaluatee shall be conducted to discuss the form. The time limit may be extended by mutual agreement. This conference shall also serve as a progress check on the goals stated in the preliminary evaluation conference.
8. Initial evaluations of probationary certificated unit members will occur before by December 21st and a follow-up/final evaluation shall occur by February 28th of each school year. See Apprendix B 5-8.
9. Excellent performance shall be commended in writing on all evaluation forms.

10. The Preliminary Standards Based Evaluation Form and/or Standards Based Evaluation form shall be utilized for deficiencies and serious problems, commendations and minor suggested criticisms. The Preliminary Standards Based Evaluation Form and/or Standards Based Evaluation form shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The evaluator/evaluatee is to sign the original and all copies of these reports. The original is retained by the school, one (1) copy sent to the District personnel office and one (1) copy retained by the evaluatee.

Section 3. Conditions.

1. The evaluator must maintain on file each completed evaluation form.
2. In the event of unforeseen contingencies, the evaluator and the evaluatee may modify goals in the required areas of evaluation. Such modifications must appear on the Preliminary Standards Based Evaluation Form and/or Standards Based Evaluation Form with verifying date and signatures.
3. All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.
4. Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts.
5. A unit member shall be entitled to have a representative of his/her choice present when he/she is subject to disciplinary action which results in a written reprimand. After a request for such representation is made, any conference will be held

within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.

Section 4.

Important Dates	**Requirements**
October 15th	Evaluation system explained to probationary members and distribution if guide and necessary materials. See Appendix B 1-4.
November 15th	Evaluation system explained to appropriate probationary and permanent unit members, and distribution of guide and necessary materials. See Appendix B 1-4.
December 21st	Initial evaluation for probationary unit members due in Personnel Office. See Appendix B 5-8.
February 28th	Second follow-up/final evaluation for probationary unit members due in Personnel Office. See Appendix B 5-8
May 1st	Final evaluation conference for permanent unit members. See Appendix B 5-8.
June 15th	Necessary forms filed in Personnel Office.

Section 5. Unit Based Professional Practice Council.

For the purpose of reaching an agreement, Teamsters Union Local 542 and PVUSD agree to form a committee to discuss, create and approve a new evaluation form, upon completion of new approved job description requirements, which will be discuseed and created by same committee. The committee will begin meeting as soon as practicable after the ratification of this agreement, with a working goal of completing its work by October 1, 2021.

ARTICLE 17 – SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any unit member is held by the highest court in the State or by a Federal court to be contrary to law, then such provisions or application will be deemed invalid and deleted from the Agreement, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 18 – WORK STOPPAGE/NO STRIKE/NO LOCKOUT

Section 1. Intent.

It is the intent of the District and the Union to assure uninterrupted service to the public during the life of this Contract.

Section 2. No Lockout.

1. During the terms of this Contract, the District shall not engage in a lockout as a result of a labor dispute.
2. A layoff, shutdown or curtailment of service due to economic or business considerations of the District is not to be construed or found to be a lockout.

Section 3. Picket Lines.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful labor dispute or refuses to go through or work behind a primary lawful picket line, including the picket line of Union's party to the Agreement and including picket lines at the District's place or places of business, provided said picket line has been sanctioned by Teamsters Joint Council 42.

Section 4.

Apart from and in addition to existing legal restrictions upon work stoppages, the Union hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wherever located, including but not limited to disputes which are subject to the grievance provisions of Article 8, disputes which are specifically not subject to the grievance provisions of Article 8, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has

committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Union and their respective officers, agents, representatives and responsible officials will do everything reasonable within their power to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.

Section 5.

The Union hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever against the District during the life of this Agreement.

Section 6.

During the term of this Agreement, any unit member engaging in or assisting any strike, slowdown, work stoppage or other interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.

Section 7.

Also, in the event that the Union, members, agents, representatives, or persons acting concert with them have violated the provisions of this Article over a grievance or a

dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 8, the Union, and the unit members represented herein, shall be deemed to have waived the right to process the grievance and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE 19 – UNION RIGHTS/VISITATION BY AUTHORIZED AGENTS AND STEWARDS, CLARIFICATION AND DUTIES

Section 1.

An authorized agent of the Union shall have access to District's establishment and this privilege shall be exercised in a reasonable manner so that no unnecessary time is lost to the District.

Section 2.

1. The District agrees to recognize Stewards as appointed by the Union. There shall be no more than one (1) Steward and alternate at any one time during the life of this Agreement.
2. The Steward or alternate may assist in the investigation, presentation and settling of grievances. Steward or alternate shall not be discriminated against in discharging duties assigned them by the Union.
3. The Steward or alternate have no authority to take strike action or any other work stoppage interrupting the District's business.

4. The District shall supply new employees with the name of the Steward and alternate, and shall inform the Steward or alternate and the Union of any hires, layoffs, discharges and recalls.
5. **Distribution and Posting of Materials:** The Union shall have the right to use the District mail service and individual unit member's mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Union will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes.
6. **Availability of Information:** The District will make available to the Union a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.
7. **New Hires:** The Union will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.
8. Representatives of the Union shall have the right to make use of school buildings as specified in Government Code Section 3543.1.
9. The Union shall have the right to post notices of activities and matters of Union concern on a bulletin board, which shall be provided in each school building in an area frequented by unit members. The Union may use the District mail service and unit member mailboxes for communications to unit members. All information of a general nature shall be immediately forwarded to the Superintendent by the Union.

10. After notifying building principals, authorized representatives of the Union shall be permitted to transact official Union 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.
11. There will be made available to the Union a yearly total of eight (8) days of leave for use of their designated representative(s) to attend official meetings scheduled by the Union. The Shop Steward or his designee may have ten (10) additional days of leave at the discretion of the Union at a cost to the Union of the substitute rate for each of the ten days used. Unit members who use any of the eighteen (18) days of Union leave at the direction of the Union shall not have those days deducted from their individual days of leave.
12. The directory of Union personnel will be made available to the Union no later than October 15th of each school year.

ARTICLE 20 – WAGES AND ITEMS RELATED TO WAGES

Section 1. Salary Schedule Placement Advancement and Structure.

For school year 2021-2022, the equivalent of a 4% across the board salary increase, retroactive to July 1, 2021, for all employees in paid status as of the date of ratification by Teamsters I.

For school year 2022-2023, the equivalent of a 4% across the board salary increase, effective July 1, 2022.

1. **Initial Salary Placement:** Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Administrator of

Personnel Services, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed college transcripts have been verified by the Personnel staff and written evidence of experience has been received. In cases when a candidate is not fully qualified to hold the position the District selected them for, the candidate shall remain at step 2 of the salary schedule until such time as they are fully qualified to hold the position, (see Salary Schedule 202 & 205 – Teamsters Support Group I).

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Credit for up to nine (9) years of approved service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step ten (10). All previous experience shall be verified by official statements from previous employers.

2. All degree and credits earned must be from accredited colleges or universities. For purposes of this Section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

3. **Vertical Movement:** All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except 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 for the affected position, shall be deemed to have earned a year of experience credit.

A longevity step at 20 years of service will be added to the Contract beginning with the 2009-2010 school year.

The employee salary step advancement will continue without change.

Section 2. Extra Duty.

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

Section 3. Travel Expenses.

Any unit member traveling to an authorized convention, meeting, conference, or visitation outside the valley shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 250 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

For unit members who have multiple sites throughout the district (ie., School Psychologists, School Nurse, Mental Health Professional), they will receive a stipend of $75.00 per month in lieu of mileage reimbursement. For other unit members who are assigned to one site and are required to do little driving as a part of their job, they will be required to fill out a mileage reimbursement form to be paid at the current IRS rate.

Section 4. Hourly Rate of Pay.

Unit members selected and pre-approved by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to $38 per hour.

Section 5. Prep Coverage

When it becomes necessary for a secondary site supervisor to assign unit members to substitute duties, the principal shall first seek substitutes from a list of possible volunteers. The unit members, whether substituting voluntarily or by assignment, will be paid an additional $38 per period covered.

When it becomes necessary for an elementary principal/site supervisor to assign unit members to substitute duties, the principal shall first seek substitutes from a list of possible volunteers, teachers or administrators. The unit members, whether substituting voluntarily or by assignment, will be paid an additional $38 per hour covered.

Section 6. Phone Stipend

District Nurse II shall receive a cell phone stipend of $50 per month.

Section 7. Bilingual Stipend

The District may offer a bilingual stipend to unit members in the amount of $1,500 per year, based upon the following criteria:

1. Unit member must be bilingual in at least two languages.
2. Unit member must pass a bilingual proficiency test issued by the District.
3. Primary duties will include:
    A. Provide written translation of documents.
    B. Provide oral translation.

It is expressly understood that the District has the management right to add or reduce the number of individuals receiving the stipend in accordance with law.

ARTICLE 21 – NON-DISCRIMINATION

Section 1.

The District and the Union will not allow any discrimination against any employee because of sex, race, religion, sexual orientation, age, handicap, national origin or veteran status.

ARTICLE 22 – NOTICE OF LAYOFF

Section 1.

In the event of a layoff, the District shall give notice of layoff by May 15th.

ARTICLE 23 – PUBLICATION OF AGREEMENT

As soon as possible, the District shall provide copies of this Agreement to each member of the bargaining unit. The cost of the publication of any additional copies of this Agreement which are required by the Union shall be paid by the Union.

ARTICLE 24 – MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

The District agrees not to layoff Association members during the 2009-2010 and 2010-2011 school years. The District will make a concerted effort to avoid layoffs in the 2011-2012 school years.

The Teamsters' Bargaining Group will be given representation on the District Calendar Committee.

ARTICLE 25 – ENTIRE AGREEMENT

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Union agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Union will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 26 – DURATION

This Agreement shall remain in full force and effect from July 1, 2020 thru June 30, 2023.

Except as specifically provided herein, the balance of the parties' current agreement, as amended, shall be carried forward into their successor collective bargaining contract.

In 2021-2022 and 2022-2023, either party may reopen Article 20, Wages and Items Related to Wages, plus two additional Articles.

This proposed tentative agreement was approved at the June 15, 2021 Board of Trustees Meeting and ratified by the bargaining group on May 10, 2021 and AB 1200 approval on June 15, 2021.

DATED:

Palo Verde Unified School District

By: _____

_____

_____

Date: 10/3/22

Teamsters Union Local No. 542

By: _____

_____

_____

Date: 10/3/22

Appendix A

SCHEDULE 202 & 205- Teamster I Support Group

DISTRICT 64 - PALO VERDE UNIFIED SCHOOL DISTRICT

BOT APPROVED: 6.7.2022

	Schedule ID: 202 / Effective Date: 07/01/2021 (Galaxy 4% increase applied to Sch 202 eff dt 7.1.2019)	Schedule ID: 205 / Effective Date: 07/01/2021 (Galaxy 4% increase applied to Sch 205 eff dt 7.1.2019)
ROW	**SCH 202 COLUMN III**	**SCH 205 COLUMN IV**
1	0	0
2	63,436.00	74,708.00
3	73,836.00	85,108.00
4	76,235.00	87,873.00
5	78,713.00	90,731.00
6	81,271.00	93,677.00
7	83,910.00	96,723.00
8	86,639.00	99,865.00
9	89,454.00	103,112.00
10	92,358.00	106,463.00
11	95,361.00	109,923.00
12	98,461.00	113,494.00
13	101,660.00	117,184.00
14	104,965.00	120,990.00
15	108,378.00	124,925.00
16	111,898.00	128,984.00
17	115,537.00	128,984.00
18	119,289.00	128,984.00
19	123,167.00	128,984.00
20	127,170.00	133,175.00

	DAYS	POSITION
SCH 202 Column III	195	Counselors
SCH 205 Column IV	195	Psychologist; Head Counselor, Speech Pathologist, District Nurse Head Mental Health Support Counselor

INITIAL POSITION PLACEMENT GUIDELINES

1. A half step granted for each year of indirect experience (including teaching) in the position being placed, up to a maximum of six steps with placement on the seventh step for support personnel positions.
2. Credit for up to nine (9) years of approved service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step ten (10). All previous experience shall be verified by official statements from previous employers.
3. A year of experience consists of full time paid experience (public or private). Half steps are not granted.
4. Notwithstanding the foregoing, the District may use its discretion in making initial position salary placement.
5. Doctoral Stipend of $1500.
6. Bilingual Stipend of $1500.
7. Hourly Rate of $36.00 per hour.
8. Row 20 longevity step reflects 20 yrs of service to qualified employees as of July 1, 2009.
9. Staff who are not fully qulified to hold the position the District selected them for shall remain on Step 2 until such time that they are fully qulified to hold their position.

APPENDIX B 1-4

PALO VERDE UNIFIED SCHOOL DISTRICT
PRELIMINARY STANDARD BASED EVALUATION FORM
COUNSELOR

Evaluatee:
Evaluator:
Assignment Location:
Date of Observation:
Setting of Observation:

Status: (Check One) Probationary ☐ Permanent ☐

Review the evaluation form and select three (3) standards from the six (6) standards.

Section 1: Evaluation of Performance

Rating Scale			
4	3	2	1
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Engage, Advocate for and Support All Students in Learning	
• Ensure all students are engaged in a system of support designed for learning and academic success. • Advocate for educational opportunity, equity and access of all students. • Advocate for the learning and academic success of all students. • Identify student problems in their earliest stages and implement prevention and intervention strategies.	**Goal/Objective to meet standard:**
Standard 2: Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students	
• Demonstrate organizational skills. • Develop outcome-based programs. • Assess program outcomes and analyze data. • Demonstrate leadership in program development.	**Goal/Objective to meet standard:**
Standard 3: Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement	
• Assess student characteristics and utilize the information to plan for individual student growth and achievement. • Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans. • Monitor student personal, academic, and career progress	**Goal/Objective to meet standard:**

Standard 4: Collaborate and Coordinate with School and Community Resources	
• Build and maintain student support teams for student achievement. • Provide consultation and education for teachers and parents. • Develop working relationships within the school that include school staff members, parents, and community members. • Coordinate support from community agencies.	**Goal/Objective to meet standard:**
Standard 5: Promote and Maintain a Safe Learning Environment for All Students	
• Promote a positive, safe, and supportive learning environment. • Develop and implement programs that address the personal and social risk factors of students. • Develop and implement programs that reduce the incidence of school site violence. • Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.	**Goal/Objective to meet standard:**
Standard 6: Develop as a Professional Counselor	
• Establish professional goals and pursue opportunities to improve. • Model effective practices and continuous progress in school counseling. • Adhere to professional codes of ethics, legal mandates, and district policies.	**Goal/Objective to meet standard:**

Aligned with the California Standards for the Counseling Profession (2009)

Section 2: Performance Expectations (check appropriate boxes)

The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected standards of the evaluation.

☐ Exceeds District Standards
☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement.

☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required
☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

- ☐ Recommend Tenure
- ☐ Recommend Continuation
- ☐ Recommend continuation based upon unit members Performance Improvement Plan.
- ☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee

Within five (5) work days of the final evaluation meeting, the evaluatee may submit a written response, which will be attached to this evaluation form.

Section 6: Comments by Evaluatee

Within five (5) work days of the observation meeting, the evaluatee may submit a written response, which will be attached to this observation form.

Signatures by the evaluatee and evaluator certify that a conference was conducted to discuss the contents of this preliminary based evaluation form. The three standards selected are:

1. _____

2. _____

3. _____

Evaluatee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

PALO VERDE UNIFIED SCHOOL DISTRICT
PRELIMINARY STANDARD BASED EVALUATION FORM
DISTRICT NURSE II

Evaluatee:
Evaluator:
Assignment Location:
Date of Meeting:

Status: (Check One) Probationary ☐ Permanent ☐

Review the evaluation form and select three (3) components from each of the two (2) standards.

Section 1: Evaluation of Performance

	Rating Scale		
4	**3**	**2**	**1**
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Standards of Practice	
Component 1: Assessment The District Nurse II collects comprehensive data pertinent to the healthcare consumer's health and/or the situation.	**Goal/Objective to meet component:**
Component 2: Diagnosis The District Nurse II analyzes the assessment data to determine the diagnoses or issues.	**Goal/Objective to meet component:**
Component 3: Outcomes Identification The District Nurse II identifies expected outcomes for a plan individualized to the healthcare consumer or the situation.	**Goal/Objective to meet component:**
Component 4: Planning The District Nurse II develops a plan that prescribes strategies and alternatives to attain expected outcomes.	**Goal/Objective to meet component:**

Component 5: Implementation The District Nurse II implements the identifed plan. • **Coordination of Care** The District Nurse II coordinates care delivery. • **Health Teaching and Health Promotion** The District Nurse II employs strategies to promote health and a safe environment, especially regarding health education. • **Consultation** The District Nurse II provides consultation to influence the identified plan, enhance the abilities of others, and effect change. • **Prescriptive Authority and Treatment** The Advanced Practice Registered Nurse uses prescriptive authority, procedures, referrals, treatments, and therapies in accordance with state and federal laws and regulations.	**Goal/Objective to meet component:**
Component 6: Evaluation The District Nurse II evaluates the progress toward attainment of outcomes.	**Goal/Objective to meet component:**
Standard 2: Standards of Professional Performance	
Component 7: Ethics The District Nurse II practices ethically.	**Goal/Objective to meet component:**
Component 8: Education The District Nurse II attains knowledge and competence that reflect current nursing practice.	**Goal/Objective to meet component:**
Component 9: Evidence-Based Practice and Research The District Nurse II integrates evidence and research findings into practice.	**Goal/Objective to meet component:**
Component 10: Quality of Practice The District Nurse II contributes to quality nursing practice.	**Goal/Objective to meet component:**
Component 11: Communication The District Nurse II communicates effectively in a variety of formats in all areas of practice.	**Goal/Objective to meet component:**
Component 12: Leadership The District Nurse II demonstrates leadership in the professional practice setting and the profession.	**Goal/Objective to meet component:**
Component 13: Collaboration The District Nurse II collaborates with the healthcare consumer, family, school staff, and others in the conduct of nursing practice.	**Goal/Objective to meet component:**
Component 14: Professional Practice Evaluation The District Nurse II evaluates one's own nursing practice in relation to professional practice standards and guidelines relevant statutes, rules, and regulations.	**Goal/Objective to meet component:**
Component 15: The District Nurse II utilizes appropriate resources to plan and provide nursing services that are safe, effective, and financially responsible.	**Goal/Objective to meet component:**

Component 16: Environmental Health The District Nurse II practices in an environmentally safe and healthy manner.	**Goal/Objective to meet component:**
Component 17: Program Management The District Nurse II manages school health services.	**Goal/Objective to meet component:**

Adapted from the National Association of School Nurses & American Nurses Association's *School Nursing: Scope & Standards of Practice,* 3rd Edition *(2017).*

Section 2: Performance Expectations (check appropriate boxes)

Three (3) components from the two standards will be selected. The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected components of the evaluation.

- ☐ Exceeds District Standards
- ☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected components and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement.

- ☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more of the selected components and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

- ☐ Expectations for Improvement Required
- ☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

- ☐ Expectations for Improvement Required
- ☐ Performance Improvement Plan Required
- ☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

- ☐ Recommend Tenure
- ☐ Recommend Continuation
- ☐ Recommend continuation based upon unit members Performance Improvement Plan.
- ☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee

Within five (5) work days of the final evaluation meeting, the evaluatee may submit a written response, which will be attached to this evaluation form.

Section 6: Goal Setting Meeting

Date:
Time:

Signatures by the evaluatee and evaluator certify that a conference was conducted to discuss the contents of this preliminary based evaluation form. The three components selected are:

1. _____

2. _____

3. _____

Evaluatee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

APPENDIX B 1-4

PALO VERDE UNIFIED SCHOOL DISTRICT
PRELIMINARY STANDARD BASED EVALUATION FORM
SCHOOL PSYCHOLOGIST/HEAD MENTAL HEALTH SUPPORT COUNSELOR (HMHSC)

Evaluatee:
Evaluator:
Assignment Location:
Date of Observation:
Setting of Observation:

Status: (Check One) Probationary ☐ Permanent ☐

Review the evaluation form and select three (3) standards from the four (4) standards.

Section 1: Evaluation of Performance

	Rating Scale		
4	**3**	**2**	**1**
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Practices That Permeate All Aspects of Service Delivery	
Component 1: Data-Based Decision Making and Accountability School Psychologists/HMHSC have knowledge of varied models and methods of assessment and data collection for identifying strengths and needs, data-based decision making, and measuring progress and outcomes. Practices: • Using the problem-solving framework as the basis for all practices. • Systematically collecting data from multiple sources and using ecological factors as the context for all assessment and intervention decisions. • Using assessment data to understand students' problems and to implement evidence-based instructional, mental, and behavioral health services. • Using data to analyze progress toward meeting academic and behavioral goals. • Provide support to prompt maximum effectiveness and/or need for modifications to school-based interventions or programs. • Conducting valid and reliable assessments for the purpose of identifying student's eligibility for special education services.	**Goal/Objective to meet component:**

Component 2: Consultation and Collaboration School Psychologists/HMHSC have knowledge of varied models and strategies of consultation, collaboration, and communication applicable to individuals, families, groups, and systems and methods to promote effective implementation of services. Practices: : • Using a consultative problem-solving process to assist with the goal of planning, implementing, and promoting maximum effectiveness, efficiency, in student learning, and mental and behavioral health services. • Facilitating effective communication and collaboration among families, teachers, community providers, and others. • Using consultation and collaboration when working at the individual, classroom, school, or systems levels • Advocating for needed change at the individual student, classroom, building, district, state, or national levels	**Goal/Objective to meet component:**
Standard 2: Direct and Indirect Services for Children, Families, and Schools: Student Level Services	
Component 3: Interventions and Instructional Support to Develop Academic Skills School Psychologists/HMHSC have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies. Practices: • Promote evidence-based interventions to improve student engagement and learning. • Using assessment data to develop and promote evidence-based instructional strategies that will improve student performance. • Working with other school personnel to ensure attainment of state and local benchmarks for all students. • Sharing information about research in curriculum and instructional strategies. • Promoting the use of instructional strategies for diverse learners and to meet individual learning needs.	**Goal/Objective to meet component:**
Component 4: Interventions and Mental Health Services to Develop Social and Life Skills School Psychologists/HMHSC have knowledge of biological, cultural, developmental, and social influences on behavior and mental health, behavioral and emotional impacts on learning and life skills, and evidence-based strategies to promote social–emotional functioning and mental health. Practices: • Providing a continuum of mental and behavioral health services, including individual and group counseling, behavioral coaching, positive behavioral supports, and parent education. • Integrating behavioral supports and mental health services with academic and learning goals for students. • Facilitating the design and delivery of curricula to help students develop effective skills, such as self-regulation, planning, organization, empathy, social skills, and decision making. • Using systematic decision-making to consider the antecedents, consequences, functions, and causes of behavioral difficulties. • Developing and implementing behavior change programs at individual, group, classroom, and school-wide levels. • Evaluating evidence-based interventions to improve individual student social, emotional, and behavioral wellness.	**Goal/Objective to meet component:**

Standard 3: Systems-Level Services	
Component 5: School-Wide Practices to Promote Learning School Psychologists/HMHSC have knowledge of school and systems structure, organization, and theory; general and special education; technology resources; and evidence-based school practices that promote learning and mental health. Practices: • Using knowledge of universal screening programs to support instructional and behavioral support services. • Promoting policies and practices that support effective discipline, instructional support, grading, home–school partnerships, student transitions, and more. • Collaborating with other school personnel to create and maintain a multi-tiered continuum of services to support academic, social, emotional, and behavioral goals for students. • Advocating for policies and practices that promote positive school environments.	**Goal/Objective to meet component:**
Component 6: Preventive and Responsive Services School Psychologists/HMHSC have knowledge of principles and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response. Practices: • Using knowledge of Mental and Behavioral Health Services and Interventions to address problems such as school completion, truancy, bullying, youth suicide, and school violence. • Assisting with the development, implementation, and promotion of prevention and intervention programs that address precursors to severe learning and behavioral problems. • Participating in school crisis prevention and response teams • Promote Safe and Supportive School programs that promote safe and violence-free schools and communities.	**Goal/Objective to meet component:**
Component 7: Family–School Collaboration Services School Psychologists/HMHSC have knowledge of principles and research related to family systems, strengths, needs, and culture; evidence-based strategies to support family influences on children's learning and Mental health; and strategies to develop collaboration between families and schools. Practices: • Collaborating with and engaging parents in decision making about their children. • Promoting respect and appropriate services for cultural and linguistic differences. • Promoting strategies for safe, nurturing, and dependable parenting and home interventions. • Creating links among schools, families, and community providers.	**Goal/Objective to meet component:**
Standard 4: Foundations of School Psychological Service Delivery	
Component 8: Diversity in Development and Learning School Psychologists/HMHC have knowledge of individual differences, abilities, disabilities, and other diverse student characteristics; principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role difference; and evidence-based strategies to enhance services and address potential influences related to diversity. Practices: • Equitable Practices for Diverse Student Populations, strengths, backgrounds, and needs in the design, implementation, and evaluation of all services. • Using a problem-solving framework for addressing the needs of English language learners. • Promoting fairness and social justice in school policies and programs.	**Goal/Objective to meet component:**

Component 9: Research and Program Evaluation School Psychologists/HMHSC have knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied settings. Practices: • Using research findings as the foundation for effective service delivery. • Using techniques of data collection to evaluate services at the individual, and group, levels. • Assisting teachers in collecting meaningful student data. • Applying knowledge of evidence-based interventions.	**Goal/Objective to meet component:**
Component 10: Legal, Ethical, and Professional Practice School Psychologists/HMHSC have knowledge of the history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school psychologists. Practices: • Remaining knowledgeable about ethical and professional standards, and legal regulations. • Assisting administrators, other school personnel, and parents in understanding regulations relevant to general and special education. • Engaging in professional development and life-long learning. • Using supervision and mentoring for effective practices.	**Goal/Objective to meet component:**

Adapted from the CASP *Model Guide for Evaluation of School Psychologist*, February 2019.

Section 2: Performance Expectations (check appropriate boxes)

The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected standards of the evaluation.

☐ Exceeds District Standards
☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement.

☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of standards shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required
☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

- ☐ Recommend Tenure
- ☐ Recommend Continuation
- ☐ Recommend continuation based upon unit members Performance Improvement Plan.
- ☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee

Within five (5) work days of the final evaluation meeting, the evaluatee may submit a written response, which will be attached to this evaluation form.

Section 6: Goal Setting Meeting

Date:
Time:

Signatures by the evaluatee and evaluator certify that a conference was conducted to discuss the contents of this preliminary based evaluation form. The three components selected are:

1. _____
2. _____
3. _____

Evaluatee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

APPENDIX B 1-4

PALO VERDE UNIFIED SCHOOL DISTRICT
PRELIMINARY STANDARD BASED EVALUATION FORM
SCHOOL SPEECH AND LANGUAGE PATHOLOGIST

Evaluatee:
Evaluator:
Assignment Location:
Date of Observation:
Setting of Observation:

Status: (Check One) Probationary ☐ Permanent ☐

Review the evaluation form and select three (3) standards from the twelve (12) standards.

Section 1: Evaluation of Performance

	Rating Scale		
4	**3**	**2**	**1**
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Content Knowledge *The competent speech-language pathologist understands the philosophical, historical, and legal foundations of speech-language pathology and is able to incorporate this knowledge within the context of the educational system.*	

Performance – The competent speech-language pathologist:
• Provides screening, identification, assessment, diagnosis, treatment, intervention, and follow-up services for disorders of:
  o Speech, including articulation, fluency, and voice
  o Language, including phonology, morphology, syntax, semantics, and pragmatics, and disorders of receptive and expressive communication in oral, written, graphic, and manual modalities
  o Oral and pharyngeal functions, including disorders of swallowing and feeding
  o Cognitive aspects of communication
  o Social aspects of communication
• Uses research results to determine effective diagnostic and treatment procedures
• Measures outcomes of treatment and conducts continuing evaluation of the efficacy of practices and programs to maintain and improve quality of services
	Goal/Objective to meet standard:

Standard 2: Human Development and Learning *The competent speech-language pathologist understands the cognitive, physical, emotional, social, and communication development of an individual and creates opportunities that support the intellectual, social, and personal development of all students.*	
Performance – The competent speech-language pathologist: • Considers student development factors when interpreting evaluative data and designing interventions • Introduces concepts and principles at different levels of complexity so that they are meaningful to students at varying levels of development and to students with diverse learning needs and styles	**Goal/Objective to meet standard:**
Standard 3: Diversity *The competent speech-language pathologist understands and is tolerant of individual differences and provides services that demonstrate sensitivity to these differences.*	
Performance – The competent speech-language pathologist: • Provides services that demonstrate multicultural sensitivity to students and families • Designs assessments and intervention strategies appropriate to students' gender, culture, stages of development, learning styles, exceptionalities, strengths, and needs • Considers students' abilities in their primary and secondary languages and the effects of second language learning when designing assessments and planning intervention	**Goal/Objective to meet standard:**
Standard 4: Planning and Intervention *The competent speech-language pathologist uses an understanding of assessment and intervention to create plans for the prevention and habilitation of communication disorders.*	
Performance – The competent speech-language pathologist: • Plans activities for the prevention of communication disorders • Uses and interprets assessment data in making appropriate intervention decisions • Contributes to the development of a comprehensive, longitudinal individualized program for each student • Creates goals and benchmarks or short-term objectives to enable students to meet expectations for learning • Creates and adapts effective learning materials and learning experiences based on curriculum, students' prior knowledge, and students' needs • Interprets and uses assessment data for the purpose of making appropriate modifications in the learning environment and planning effective interventions • Accesses and employs a wide range of information and technology to enhance student learning	**Goal/Objective to meet standard:**
Standard 5: Learning Environment *The competent speech-language pathologist uses an understanding of learning approaches to create a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.*	

Performance – The competent speech-language pathologist:	**Goal/Objective to meet standard:**
• Maximizes the use of therapeutic intervention time by creating an environment that is conducive to learning and achieving individualized communication goals • Uses strategies that encourage students to assume responsibility, participate in decision-making, work independently, and collaborate in learning activities	
Standard 6: Service Delivery *The competent speech-language pathologist understands a continuum of services and service delivery options and provides services based upon the needs of individual students.*	
Performance – The competent speech-language pathologist:	**Goal/Objective to meet standard:**
• Assists in determining the least restrictive environment to provide services based upon the needs of individual students • Selects and uses instructional content, materials, resources, and strategies based upon age, ability, cultural, linguistic, and gender differences of the student • Monitors and adjusts strategies in response to student feedback and ongoing performance data • Teaches students with special learning needs to use thinking, problem-solving, and other cognitive strategies to meet individual needs	
Standard 7: Communication *The competent speech-language pathologist uses knowledge of effective written, verbal, nonverbal, and visual communication technique to effectively communicate with his or her audience.*	
Performance – The competent speech-language pathologist:	**Goal/Objective to meet standard:**
• Uses a variety of communication modes to effectively communicate with a diverse student population, parents, and other professionals • Speaks and writes effectively using language appropriate to the situation and the audience • Practices effective listening and provides students with constructive feedback	
Standard 8: Assessment and Evaluation *The competent speech-language pathologist understands the educational assessment process and utilizes various assessment strategies to support the continuous development of all students.*	
Performance – The competent speech-language pathologist:	**Goal/Objective to meet standard:**
• Uses a variety of appropriate formal and informal assessment tools and procedures • Uses nondiscriminatory evaluation procedures in order to obtain a valid understanding of how a student is functioning and what the student is capable of accomplishing • Maintains useful and accurate records and communicates information, such as legal rights and evaluation results, knowledgeably and responsibly to parents/guardians and others involved in meeting the needs of the student	
Standard 9: Collaborative Relationships *The competent speech-language pathologist understands collaborative relationships and fosters collaboration and supportive interaction among professionals, parents, paraprofessionals, and students.*	

Performance – The competent speech-language pathologist:	Goal/Objective to meet standard:
• Works with colleagues and parents to develop and maintain a positive learning environment • Facilitates collaborative relationships between general and special education	
Standard 10: Professional Growth and Self-Evaluation *The competent speech-language pathologist continually evaluates how choices and actions affect students, parents, and other professionals and actively seeks opportunities to grow professionally.*	
Performance – The competent speech-language pathologist:	**Goal/Objective to meet standard:**
• Identifies and engages in appropriate continuing education opportunities to support personal development as a learner and educator • Actively seeks out, participates in, and shares relevant instructional materials and ideas with colleagues • Engages in self-evaluation, making ongoing adjustments to assessment and intervention techniques as needed to improve services to students	
Standard 11: Professional Conduct and Ethics *The competent speech-language pathologist understands and abides by applicable laws, regulations, policies, procedures, codes of conduct, and practice guidelines.*	
Performance – The competent speech-language pathologist:	**Goal/Objective to meet standard:**
• Follows codes of professional conduct and ethical practice guidelines of the profession • Abides by federal and State laws and regulations as they pertain to professional practice • Follows the profession's scope of practice • Follows school policies and procedures • Promotes and maintains a high level of competence in the practice of the profession	
Standard 12: Facilitation and Advocacy *The competent speech-language pathologist understands his or her advocacy role and assists individuals in accessing educational resources and services.*	
Performance – The competent speech-language pathologist:	**Goal/Objective to meet standard:**
• Identifies areas of need and makes referrals as appropriate • Assists parents/students in accessing community and school resources and services • Provides consultation to parents/guardians, school staff, community agencies, and relevant others in understanding the scope of speech-language services in the school setting • Advocates for appropriate student services and supports as needed	

Adapted from Title 23 Education and Cultural Resources, Section 28.230 Standards for the Speech-Language Pathologist (2014).

Section 2: Performance Expectations (check appropriate boxes)

The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected standards of the evaluation.

☐ Exceeds District Standards

☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement.

☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required
☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

☐ Recommend Tenure
☐ Recommend Continuation
☐ Recommend continuation based upon unit members Performance Improvement Plan.
☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee
Within five (5) work days of the final evaluation meeting, the evaluatee may submit a written response, which will be attached to this evaluation form.

Section 6: Goal Setting Meeting
Date:
Time:

Signatures by the evaluatee and evaluator certify that a conference was conducted to discuss the contents of this preliminary based evaluation form. The three components selected are:

1. _____

2. _____

3. _____

Evaluatee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

PALO VERDE UNIFIED SCHOOL DISTRICT
STANDARD BASED EVALUATION FORM
COUNSELOR

Evaluatee:
Evaluator:
Assignment Location:
Date of Observation:
Setting of Observation:

Status: (Check One) Probationary ☐ Permanent ☐

Three (3) standards from the six (6) standards:

3 standards chosen: _____

_____

_____

Section 1: Evaluation of Performance

	Rating Scale		
4	**3**	**2**	**1**
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Engage, Advocate for and Support All Students in Learning	
• Ensure all students are engaged in a system of support designed for learning and academic success. • Advocate for educational opportunity, equity and access of all students. • Advocate for the learning and academic success of all students. • Identify student problems in their earliest stages and implement prevention and intervention strategies.	**Commendations/Recommendations/Evidence** **RATING:**
Standard 2: Plan, Implement and Evaluate Programs to Promote Academic, Career, Personal, and Social Development of All Students	
• Demonstrate organizational skills. • Develop outcome-based programs. • Assess program outcomes and analyze data. • Demonstrate leadership in program development.	**Commendations/Recommendations/Evidence** **RATING:**
Standard 3: Utilize Multiple Sources of Information to Monitor and Improve Student Behavior and Achievement	

• Assess student characteristics and utilize the information to plan for individual student growth and achievement. • Interpret and use student assessment data with students and parents/guardians in developing personal, academic, and career plans. • Monitor student personal, academic, and career progress	**Commendations/Recommendations/Evidence** **RATING:**
Standard 4: Collaborate and Coordinate with School and Community Resources	
• Build and maintain student support teams for student achievement. • Provide consultation and education for teachers and parents. • Develop working relationships within the school that include school staff members, parents, and community members. • Coordinate support from community agencies.	**Commendations/Recommendations/Evidence** **RATING:**
Standard 5: Promote and Maintain a Safe Learning Environment for All Students	
• Promote a positive, safe, and supportive learning environment. • Develop and implement programs that address the personal and social risk factors of students. • Develop and implement programs that reduce the incidence of school site violence. • Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.	**Commendations/Recommendations/Evidence** **RATING:**
Standard 6: Develop as a Professional Counselor	
• Establish professional goals and pursue opportunities to improve. • Model effective practices and continuous progress in school counseling. • Adhere to professional codes of ethics, legal mandates, and district policies.	**Commendations/Recommendations/Evidence** **RATING:**

Aligned with the California Standards for the Counseling Profession (2009)

Section 2: Performance Expectations (check appropriate boxes)

The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected standards of the evaluation.

☐ Exceeds District Standards
☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement.

☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

- ☐ Expectations for Improvement Required
- ☐ Performance Improvement Plan Required
- ☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

- ☐ Recommend Tenure
- ☐ Recommend Continuation
- ☐ Recommend continuation based upon unit members Performance Improvement Plan.
- ☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluator

Section 6: Comments by Evaluatee

Within five (5) work days of the observation meeting, the evaluatee may submit a written response, which will be attached to this observation form.

Signatures by the evaluatee and the evaluator certify that a conference was conducted to discuss this observation. The evaluatee's signature does not indicate their agreement with the contents of this observation.

Evaluatee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

APPENDIX B 5-8

PALO VERDE UNIFIED SCHOOL DISTRICT
STANDARD BASED EVALUATION FORM
DISTRICT NURSE II

Evaluatee:
Evaluator:
Assignment Location:
Date of Observation:
Setting of Observation:

Status: (Check One) Probationary ☐ Permanent ☐

Three (3) components chosen from each of the two (2) standards:

Standard 1: Component # _____

Component # _____

Component # _____

Standard 2: Component # _____

Component # _____

Component # _____

Section 1: Evaluation of Performance

	Rating Scale		
4	**3**	**2**	**1**
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Standards of Practice	
Component 1: Assessment The District Nurse II collects comprehensive data pertinent to the healthcare consumer's health and/or the situation.	**Commendations/Recommendations/Evidence** **RATING:**
Component 2: Diagnosis The District Nurse II analyzes the assessment data to determine the diagnoses or issues.	**Commendations/Recommendations/Evidence** **RATING:**
Component 3: Outcomes Identification The District Nurse II identifies expected outcomes for a plan individualized to the healthcare consumer or the situation.	**Commendations/Recommendations/Evidence** **RATING:**
Component 4: Planning The District Nurse II develops a plan that prescribes strategies and alternatives to attain expected outcomes.	**Commendations/Recommendations/Evidence** **RATING:**

Component 5: Implementation The District Nurse II implements the identifed plan. • **Coordination of Care** The District Nurse II coordinates care delivery. • **Health Teaching and Health Promotion** The District Nurse II employs strategies to promote health and a safe environment, especially regarding health education. • **Consultation** The District Nurse II provides consultation to influence the identified plan, enhance the abilities of others, and effect change. • **Prescriptive Authority and Treatment** The Advanced Practice Registered Nurse uses prescriptive authority, procedures, referrals, treatments, and therapies in accordance with state and federal laws and regulations.	**Commendations/Recommendations/Evidence** **RATING:**
Component 6: Evaluation The District Nurse II evaluates the progress toward attainment of outcomes.	**Commendations/Recommendations/Evidence** **RATING:**
Standard 2: Standards of Professional Performance	
Component 7: Ethics The District Nurse II practices ethically.	**Commendations/Recommendations/Evidence** **RATING:**
Component 8: Education The District Nurse II attains knowledge and competence that reflect current nursing practice.	**Commendations/Recommendations/Evidence** **RATING:**
Component 9: Evidence-Based Practice and Research The District Nurse II integrates evidence and research findings into practice.	**Commendations/Recommendations/Evidence** **RATING:**
Component 10: Quality of Practice The District Nurse II contributes to quality nursing practice.	**Commendations/Recommendations/Evidence** **RATING:**
Component 11: Communication The District Nurse II communicates effectively in a variety of formats in all areas of practice.	**Commendations/Recommendations/Evidence** **RATING:**
Component 12: Leadership The District Nurse II demonstrates leadership in the professional practice setting and the profession.	**Commendations/Recommendations/Evidence** **RATING:**
Component 13: Collaboration The District Nurse II collaborates with the healthcare consumer, family, school staff, and others in the conduct of nursing practice.	**Commendations/Recommendations/Evidence** **RATING:**
Component 14: Professional Practice Evaluation The District Nurse II evaluates one's own nursing practice in relation to professional practice standards and guidelines relevant statutes, rules, and regulations.	**Commendations/Recommendations/Evidence** **RATING:**
Component 15: The District Nurse II utilizes appropriate resources to plan and provide nursing services that are safe, effective, and financially responsible.	**Commendations/Recommendations/Evidence** **RATING:**

Component 16: Environmental Health The District Nurse II practices in an environmentally safe and healthy manner.	**Commendations/Recommendations/Evidence** **RATING:**
Component 17: Program Management The District Nurse II manages school health services.	**Commendations/Recommendations/Evidence** **RATING:**

Adapted from the National Association of School Nurses & American Nurses Association's *School Nursing: Scope & Standards of Practice,* 3rd Edition *(2017).*

Section 2: Performance Expectations (check appropriate boxes)

Three (3) components from the two standards will be selected. The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected components of the evaluation.

☐ Exceeds District Standards
☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected components and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement.

☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more the selected components and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required
☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

☐ Recommend Tenure
☐ Recommend Continuation
☐ Recommend continuation based upon unit members Performance Improvement Plan.
☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee

Within five (5) work days of the final evaluation meeting, the evaluatee may submit a written response, which will be attached to this evaluation form.

Section 6: Final Evaluation Meeting

Date:
Time:

Signatures by the evaluatee and the evaluator certify that a conference was conducted to discuss the contents of this evaluation. The evaluatee's signature does not indicate their agreement with the contents of the evaluation.

Evaluatee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

PALO VERDE UNIFIED SCHOOL DISTRICT
STANDARD BASED EVALUATION FORM
SCHOOL PSYCHOLOGIST/HEAD MENTAL HEALTH SUPPORT COUNSELOR (HMHSC)

Evaluatee:
Evaluator:
Assignment Location:
Date of Observation:
Setting of Observation:

Status: (Check One) Probationary ☐ Permanent ☐

Three (3) standards from the four (4) standards:

3 standards chosen: _____

_____

_____

Section 1: Evaluation of Performance

	Rating Scale		
4	**3**	**2**	**1**
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Practices That Permeate All Aspects of Service Delivery	
Component 1: Data-Based Decision Making and Accountability School Psychologists/HMHSC have knowledge of varied models and methods of assessment and data collection for identifying strengths and needs, data-based decision making, and measuring progress and outcomes. Practices: • Using the problem-solving framework as the basis for all practices. • Systematically collecting data from multiple sources and using ecological factors as the context for all assessment and intervention decisions. • Using assessment data to understand students' problems and to implement evidence-based instructional, mental, and behavioral health services. • Using data to analyze progress toward meeting academic and behavioral goals. • Provide support to prompt maximum effectiveness and/or need for modifications to school-based interventions or programs. • Conducting valid and reliable assessments for the purpose of identifying student's eligibility for special education services.	**Commendations/Recommendations/Evidence** **RATING:**

Component 2: Consultation and Collaboration School Psychologists/HMHSC have knowledge of varied models and strategies of consultation, collaboration, and communication applicable to individuals, families, groups, and systems and methods to promote effective implementation of services. Practices: : • Using a consultative problem-solving process to assist with the goal of planning, implementing, and promoting maximum effectiveness, efficiency, in student learning, and mental and behavioral health services. • Facilitating effective communication and collaboration among families, teachers, community providers, and others. • Using consultation and collaboration when working at the individual, classroom, school, or systems levels • Advocating for needed change at the individual student, classroom, building, district, state, or national levels	**Commendations/Recommendations/Evidence** **RATING:**
Standard 2: Direct and Indirect Services for Children, Families, and Schools: Student Level Services	
Component 3: Interventions and Instructional Support to Develop Academic Skills School Psychologists/HMHSC have knowledge of biological, cultural, and social influences on academic skills; human learning, cognitive, and developmental processes; and evidence-based curricula and instructional strategies. Practices: • Promote evidence-based interventions to improve student engagement and learning. • Using assessment data to develop and promote evidence-based instructional strategies that will improve student performance. • Working with other school personnel to ensure attainment of state and local benchmarks for all students. • Sharing information about research in curriculum and instructional strategies. • Promoting the use of instructional strategies for diverse learners and to meet individual learning needs.	**Commendations/Recommendations/Evidence** **RATING:**
Component 4: Interventions and Mental Health Services to Develop Social and Life Skills School Psychologists/HMHSC have knowledge of biological, cultural, developmental, and social influences on behavior and mental health, behavioral and emotional impacts on learning and life skills, and evidence-based strategies to promote social–emotional functioning and mental health. Practices: • Providing a continuum of mental and behavioral health services, including individual and group counseling, behavioral coaching, positive behavioral supports, and parent education. • Integrating behavioral supports and mental health services with academic and learning goals for students. • Facilitating the design and delivery of curricula to help students develop effective skills, such as self-regulation, planning, organization, empathy, social skills, and decision making. • Using systematic decision-making to consider the antecedents, consequences, functions, and causes of behavioral difficulties. • Developing and implementing behavior change programs at individual, group, classroom, and school-wide levels. • Evaluating evidence-based interventions to improve individual student social, emotional, and behavioral wellness.	**Commendations/Recommendations/Evidence** **RATING:**

Standard 3: Systems-Level Services	
Component 5: School-Wide Practices to Promote Learning School Psychologists/HMHSC have knowledge of school and systems structure, organization, and theory; general and special education; technology resources; and evidence-based school practices that promote learning and mental health. Practices: • Using knowledge of universal screening programs to support instructional and behavioral support services. • Promoting policies and practices that support effective discipline, instructional support, grading, home–school partnerships, student transitions, and more. • Collaborating with other school personnel to create and maintain a multi-tiered continuum of services to support academic, social, emotional, and behavioral goals for students. • Advocating for policies and practices that promote positive school environments.	**Commendations/Recommendations/Evidence** **RATING:**
Component 6: Preventive and Responsive Services School Psychologists/HMHSC have knowledge of principles and research related to resilience and risk factors in learning and mental health, services in schools and communities to support multi-tiered prevention, and evidence-based strategies for effective crisis response. Practices: • Using knowledge of Mental and Behavioral Health Services and Interventions to address problems such as school completion, truancy, bullying, youth suicide, and school violence. • Assisting with the development, implementation, and promotion of prevention and intervention programs that address precursors to severe learning and behavioral problems. • Participating in school crisis prevention and response teams • Promote Safe and Supportive School programs that promote safe and violence-free schools and communities.	**Commendations/Recommendations/Evidence** **RATING:**
Component 7: Family–School Collaboration Services School Psychologists/HMHSC have knowledge of principles and research related to family systems, strengths, needs, and culture; evidence-based strategies to support family influences on children's learning and Mental health; and strategies to develop collaboration between families and schools. Practices: • Collaborating with and engaging parents in decision making about their children. • Promoting respect and appropriate services for cultural and linguistic differences. • Promoting strategies for safe, nurturing, and dependable parenting and home interventions. • Creating links among schools, families, and community providers.	**Commendations/Recommendations/Evidence** **RATING:**
Standard 4: Foundations of School Psychological Service Delivery	
Component 8: Diversity in Development and Learning School Psychologists/HMHC have knowledge of individual differences, abilities, disabilities, and other diverse student characteristics; principles and research related to diversity factors for children, families, and schools, including factors related to culture, context, and individual and role difference; and evidence-based strategies to enhance services and address potential influences related to diversity. Practices: • Equitable Practices for Diverse Student Populations, strengths, backgrounds, and needs in the design, implementation, and evaluation of all services. • Using a problem-solving framework for addressing the needs of English language learners. • Promoting fairness and social justice in school policies and programs.	**Commendations/Recommendations/Evidence** **RATING:**

Component 9: Research and Program Evaluation School Psychologists/HMHSC have knowledge of research design, statistics, measurement, varied data collection and analysis techniques, and program evaluation sufficient for understanding research and interpreting data in applied settings. Practices: • Using research findings as the foundation for effective service delivery. • Using techniques of data collection to evaluate services at the individual, and group, levels. • Assisting teachers in collecting meaningful student data. • Applying knowledge of evidence-based interventions.	**Commendations/Recommendations/Evidence** **RATING:**
Component 10: Legal, Ethical, and Professional Practice School Psychologists/HMHSC have knowledge of the history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school psychologists. Practices: • Remaining knowledgeable about ethical and professional standards, and legal regulations. • Assisting administrators, other school personnel, and parents in understanding regulations relevant to general and special education. • Engaging in professional development and life-long learning. • Using supervision and mentoring for effective practices.	**Commendations/Recommendations/Evidence** **RATING:**

Adapted from the CASP *Model Guide for Evaluation of School Psychologist*, February 2019.

Section 2: Performance Expectations (check appropriate boxes)

The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected standards of the evaluation.

☐ Exceeds District Standards
☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement.

☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of standards shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

☐ Expectations for Improvement Required
☐ Performance Improvement Plan Required
☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

- ☐ Recommend Tenure
- ☐ Recommend Continuation
- ☐ Recommend continuation based upon unit members Performance Improvement Plan.
- ☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee

Within five (5) work days of the final evaluation meeting, the evaluatee may submit a written response, which will be attached to this evaluation form.

Section 6: Final Evaluation Meeting

Date:

Time:

Signatures by the evaluatee and the evaluator certify that a conference was conducted to discuss the contents of this evaluation. The evaluatee's signature does not indicate their agreement with the contents of the evaluation.

Evaluatee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

PALO VERDE UNIFIED SCHOOL DISTRICT
STANDARD BASED EVALUATION FORM
SCHOOL SPEECH AND LANGUAGE PATHOLOGIST

Evaluatee:
Evaluator:
Assignment Location:
Date of Observation:
Setting of Observation:

Status: (Check One) Probationary ☐ Permanent ☐

Three (3) standards from the twelve (12) standards:

3 standards chosen: _____

_____

_____

Section 1: Evaluation of Performance

	Rating Scale		
4	**3**	**2**	**1**
EXCEEDS DISTRICT STANDARDS	**MEETS DISTRICT STANDARDS**	**PARTIALLY MEETS DISTRICT STANDARDS**	**DOES NOT MEET DISTRICT STANDARDS**
Demonstrating consistent practice of excellence.	*The expected level of performance.*	*Partial or inconsistent performance, requiring improvement.*	*Consistently inadequate or unacceptable performance, requiring significant and guided improvement.*

Standard 1: Content Knowledge *The competent speech-language pathologist understands the philosophical, historical, and legal foundations of speech-language pathology and is able to incorporate this knowledge within the context of the educational system.*	

Performance – The competent speech-language pathologist:
• Provides screening, identification, assessment, diagnosis, treatment, intervention, and follow-up services for disorders of:
  ○ Speech, including articulation, fluency, and voice
  ○ Language, including phonology, morphology, syntax, semantics, and pragmatics, and disorders of receptive and expressive communication in oral, written, graphic, and manual modalities
  ○ Oral and pharyngeal functions, including disorders of swallowing and feeding
  ○ Cognitive aspects of communication
  ○ Social aspects of communication
• Uses research results to determine effective diagnostic and treatment procedures
• Measures outcomes of treatment and conducts continuing evaluation of the efficacy of practices and programs to maintain and improve quality of services
	Commendations/Recommendations/Evidence
	RATING:

Standard 2: Human Development and Learning *The competent speech-language pathologist understands the cognitive, physical, emotional, social, and communication development of an individual and creates opportunities that support the intellectual, social, and personal development of all students.*	
Performance – The competent speech-language pathologist: • Considers student development factors when interpreting evaluative data and designing interventions • Introduces concepts and principles at different levels of complexity so that they are meaningful to students at varying levels of development and to students with diverse learning needs and styles	**Commendations/Recommendations/Evidence** **RATING:**
Standard 3: Diversity *The competent speech-language pathologist understands and is tolerant of individual differences and provides services that demonstrate sensitivity to these differences.*	
Performance – The competent speech-language pathologist: • Provides services that demonstrate multicultural sensitivity to students and families • Designs assessments and intervention strategies appropriate to students' gender, culture, stages of development, learning styles, exceptionalities, strengths, and needs • Considers students' abilities in their primary and secondary languages and the effects of second language learning when designing assessments and planning intervention	**Commendations/Recommendations/Evidence** **RATING:**
Standard 4: Planning and Intervention *The competent speech-language pathologist uses an understanding of assessment and intervention to create plans for the prevention and habilitation of communication disorders.*	
Performance – The competent speech-language pathologist: • Plans activities for the prevention of communication disorders • Uses and interprets assessment data in making appropriate intervention decisions • Contributes to the development of a comprehensive, longitudinal individualized program for each student • Creates goals and benchmarks or short-term objectives to enable students to meet expectations for learning • Creates and adapts effective learning materials and learning experiences based on curriculum, students' prior knowledge, and students' needs • Interprets and uses assessment data for the purpose of making appropriate modifications in the learning environment and planning effective interventions • Accesses and employs a wide range of information and technology to enhance student learning	**Commendations/Recommendations/Evidence** **RATING:**
Standard 5: Learning Environment *The competent speech-language pathologist uses an understanding of learning approaches to create a learning environment that encourages positive social interaction, active engagement in learning, and self-motivation.*	
Performance – The competent speech-language pathologist: • Maximizes the use of therapeutic intervention time by creating an environment that is conducive to learning and achieving individualized communication goals • Uses strategies that encourage students to assume responsibility, participate in decision-making, work independently, and collaborate in learning activities	**Commendations/Recommendations/Evidence** **RATING:**

Standard 6: Service Delivery *The competent speech-language pathologist understands a continuum of services and service delivery options and provides services based upon the needs of individual students.*	
Performance – The competent speech-language pathologist: • Assists in determining the least restrictive environment to provide services based upon the needs of individual students • Selects and uses instructional content, materials, resources, and strategies based upon age, ability, cultural, linguistic, and gender differences of the student • Monitors and adjusts strategies in response to student feedback and ongoing performance data • Teaches students with special learning needs to use thinking, problem-solving, and other cognitive strategies to meet individual needs	**Commendations/Recommendations/Evidence** **RATING:**
Standard 7: Communication *The competent speech-language pathologist uses knowledge of effective written, verbal, nonverbal, and visual communication technique to effectively communicate with his or her audience.*	
Performance – The competent speech-language pathologist: • Uses a variety of communication modes to effectively communicate with a diverse student population, parents, and other professionals • Speaks and writes effectively using language appropriate to the situation and the audience • Practices effective listening and provides students with constructive feedback	**Commendations/Recommendations/Evidence** **RATING:**
Standard 8: Assessment and Evaluation *The competent speech-language pathologist understands the educational assessment process and utilizes various assessment strategies to support the continuous development of all students.*	
Performance – The competent speech-language pathologist: • Uses a variety of appropriate formal and informal assessment tools and procedures • Uses nondiscriminatory evaluation procedures in order to obtain a valid understanding of how a student is functioning and what the student is capable of accomplishing • Maintains useful and accurate records and communicates information, such as legal rights and evaluation results, knowledgeably and responsibly to parents/guardians and others involved in meeting the needs of the student	**Commendations/Recommendations/Evidence** **RATING:**
Standard 9: Collaborative Relationships *The competent speech-language pathologist understands collaborative relationships and fosters collaboration and supportive interaction among professionals, parents, paraprofessionals, and students.*	
Performance – The competent speech-language pathologist: • Works with colleagues and parents to develop and maintain a positive learning environment • Facilitates collaborative relationships between general and special education	**Commendations/Recommendations/Evidence** **RATING:**
Standard 10: Professional Growth and Self-Evaluation *The competent speech-language pathologist continually evaluates how choices and actions affect students, parents, and other professionals and actively seeks opportunities to grow professionally.*	

Performance – The competent speech-language pathologist:	Commendations/Recommendations/Evidence RATING:
• Identifies and engages in appropriate continuing education opportunities to support personal development as a learner and educator • Actively seeks out, participates in, and shares relevant instructional materials and ideas with colleagues • Engages in self-evaluation, making ongoing adjustments to assessment and intervention techniques as needed to improve services to students	
Standard 11: Professional Conduct and Ethics *The competent speech-language pathologist understands and abides by applicable laws, regulations, policies, procedures, codes of conduct, and practice guidelines.*	
Performance – The competent speech-language pathologist:	**Commendations/Recommendations/Evidence** **RATING:**
• Follows codes of professional conduct and ethical practice guidelines of the profession • Abides by federal and State laws and regulations as they pertain to professional practice • Follows the profession's scope of practice • Follows school policies and procedures • Promotes and maintains a high level of competence in the practice of the profession	
Standard 12: Facilitation and Advocacy *The competent speech-language pathologist understands his or her advocacy role and assists individuals in accessing educational resources and services.*	
Performance – The competent speech-language pathologist:	**Commendations/Recommendations/Evidence** **RATING:**
• Identifies areas of need and makes referrals as appropriate • Assists parents/students in accessing community and school resources and services • Provides consultation to parents/guardians, school staff, community agencies, and relevant others in understanding the scope of speech-language services in the school setting • Advocates for appropriate student services and supports as needed	

Adapted from Title 23 Education and Cultural Resources, Section 28.230 Standards for the Speech-Language Pathologist (2014).

Section 2: Performance Expectations (check appropriate boxes)

The unit member is expected to perform at Level 3 or higher (Meets or Exceeds District Standards) on all selected standards of the evaluation.

☐ Exceeds District Standards
☐ Meets District Standards

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 1 of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement.

☐ Expectations for Improvement Required

A unit member who receives a Rating of 2 (Partially Meets District Standards) on 2 or more of the selected standards and a Rating of 3 or higher (Meets or Exceeds District Standards) on the remainder of the selected standards shall be provided with feedback in Section 3 of this form to include expectations for improvement and shall have a Performance Improvement Plan attached to this form.

- ☐ Expectations for Improvement Required
- ☐ Performance Improvement Plan Required

Any unit member who receives a Rating of 1 (Does Not Meet District Standards) on any of the selected components shall be provided with feedback in Section 3 of this form to include expectations for improvement, shall have a Performance Improvement Plan attached to this form, and shall be evaluated the following year.

- ☐ Expectations for Improvement Required
- ☐ Performance Improvement Plan Required
- ☐ Annual Evaluation Required

Section 3: Evaluator Recommendation (check appropriate boxes)

- ☐ Recommend Tenure
- ☐ Recommend Continuation
- ☐ Recommend continuation based upon unit members Performance Improvement Plan.
- ☐ Recommend Termination

Section 4: Comments by Evaluator

Section 5: Comments by Evaluatee

Within five (5) work days of the final evaluation meeting, the evaluatee may submit a written response, which will be attached to this evaluation form.

Section 6: Final Evaluation Meeting

Date:
Time:

Signatures by the evaluatee and the evaluator certify that a conference was conducted to discuss the contents of this evaluation. The evaluatee's signature does not indicate their agreement with the contents of the evaluation.

Evaluatee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____