



**AGREEMENT BETWEEN**

**PALO VERDE UNIFIED  
SCHOOL DISTRICT**

**AND**

**PALO VERDE TEACHERS  
ASSOCIATION**

**July 1, 2019 through June 30, 2022**

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

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## ARTICLE I RECOGNITION

The District recognizes the Palo Verde Teachers Association, from Blythe, California an affiliate of California Teachers' Association and National Education Association, as the exclusive representative for purposes of the Rodda Act (Government Code Sections 3540, et., seq., Title 1, Division 4, Chapter 10.7) for the certificated employees in the representation unit comprised of the following positions:

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

And excluding all other positions not designated, including but not limited to:

### **Management**

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

### **Part-Time/Casuals**

Substitute Teachers  
Employees working two hours or less per day

This Agreement is in effect for this contract period.

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

1 **ARTICLE II**  
2 **DISTRICT RIGHTS**

3 It is understood and agreed that the District retains all of its powers and authority to direct,  
4 manage and control to the full extent of the law. Included in, but not limited to, those duties and  
5 powers are the exclusive right to: Determine its organization; direct the work of its employees;  
6 determine the times and hours of operation; determine the kinds and levels of services to be provided  
7 and the methods and means of providing them; establish its educational policies, goals and  
8 objectives; ensure the rights and educational opportunities of students; determine staffing patterns;  
9 determine the number and kinds of personnel required; maintain the efficiency of District operations;  
10 determine the curriculum; build, move or modify facilities; establish budget procedures and  
11 determine the methods of raising revenue; contract out work; and take action on any matter in the  
12 event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate,  
13 promote, terminate and discipline employees.

14 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the  
15 District, the adoption of policies, rules and regulations and practices in furtherance thereof, and the  
16 use of judgment and discretion in connection therewith, shall be limited only by the specific and  
17 express terms of this Agreement, and then only to the extent such specific and express terms are in  
18 conformance with law.

19  
20 **ARTICLE III**  
21 **ASSOCIATION RIGHTS**

22 1. Representatives of the Association shall have the right to make use of school buildings  
23 as specified in Government Code Section 3543.1.

24 2. The Association shall have the right to post notices of activities and matters of  
25 Association concern on a bulletin board, which shall be provided in each school building in an area  
26 frequented by unit members. The Association may use the District mail service and unit member  
27 mailboxes for communications to unit members. All information of a general nature shall be  
28 immediately forwarded to the Superintendent by the Association.

29 3. After notifying building principals, authorized representatives of the Association shall  
30 be permitted to transact official Association business on school property at all reasonable times  
31 outside of regular working hours, excluding lunch period, when it does not interfere with the  
32 educational process and/or programs.

4. There will be made available to the Association a yearly total of ten days of leave for use of their designated representative(s) to attend official meetings scheduled by the state headquarters, conferences scheduled by the state headquarters, and PERB hearings at the discretion of the Association at a cost to the Association of the substitute-rate for each of the ten days used. The President or the President's designee will have ten additional days of leave at the cost of the District. Unit members who use any of the twenty (20) days of Association leave at the direction of the Association shall not have those days deducted from their individual days of leave.

5. The directory of certificated personnel will be made available to the Association no later than October 15<sup>th</sup> of each school year.

6. Unit members who are members of the Association shall remain members of the organization during the current school year.

## ARTICLE IV

### LEAVES

**Temporary Leaves:** Various forms of temporary 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 temporary 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 temporary leave.

Temporary 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.

**Personal Illness and Injury:** Any regular full-time unit member shall be entitled annually to temporary 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.

1 Said leave shall be a maximum of ten (10) days annually for unit members serving under certificated  
2 standard or ten-month contracts, eleven days for those serving under the certificated eleven-month  
3 contract, and twelve days for those serving under the certificated twelve-month contract. If a unit  
4 member is absent for a half-day or less, a half-day will be deducted from sick leave. If a unit member  
5 is absent for more than a half-day, a full day of leave will be deducted. In addition, any unit member  
6 serving under a standard or ten-month contract in either the school year prior to or the school year  
7 subsequent, who teaches during a summer school sessions, shall be entitled to one additional day of  
8 such leave annually with the right to use any temporary leave accrued under this policy being  
9 applicable during summer sessions, on the basis that one-half day of personal illness leave may be  
10 applied to absence from each day of summer session (usual four (4) hour day).

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

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

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

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

31 2. For any period of leave under this policy, for any unit member who has served the  
32 District fulltime, seven (7) or more consecutive years, and who has less than five (5) school months

1 of accumulated leave to apply to the period of leave, full pay shall be granted for each day of leave  
2 beyond the accumulated leave days not to exceed the number of days by which one hundred (100)  
3 exceeds the days of accumulated leave available. Affected unit members shall be entitled to the  
4 benefit of this provision one time only; the benefit of this paragraph shall apply only to unit members  
5 who were employed by the District as of January 18, 1977.

6 3. Any unit member shall be entitled to a maximum of five (5) school month's non-  
7 accumulated sick leave, subject to the following provisions (E.C. 44977):

- 8 a. Sick leave, including accumulated sick leave and the five-month period shall  
9 run consecutively.
- 10 b. An employee shall not be provided more than one five-month period per  
11 illness or accident. However, if a school year terminates before the five-month  
12 period is exhausted, the employee may take the balance of the five-month  
13 period in a subsequent school year.
- 14 c. For the period of absence covered by the days of non-accumulated leave the  
15 unit member shall receive the difference between the regular salary and the  
16 sum which is actually paid a substitute employee to fill the position during  
17 absence or, if no substitute was employed, the amount which would have been  
18 paid to the substitute had one been employed.

19 4. Disability leave connected with or resulting from pregnancy shall be charged to unit  
20 member's accumulated sick leave at the election of the unit member. Disabilities under this section  
21 shall be:

- 22 a. Diagnosed and verified in writing to supervisor by recognized medical  
23 practitioner or health consultant.
- 24 b. Communication in writing must include unit member's name, name of medical  
25 practitioner or health consultant, business address and phone number, as well  
26 as the estimated time the unit member will be unable to perform regular duties  
27 and beginning date of disability leave.
- 28 c. The benefits of this section only apply to the verified dates of disability. The  
29 before and after dates will be defined as the school days scheduled before and  
30 after the disability.

31 **Authorized Leave Verification:** The District may, when it has reason to believe a teacher is  
32 misusing leave, require that verification of the valid use of that leave be presented. If just cause

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

**Personal Necessity Leave:** Employees may use at their election accumulated sick leave not to exceed seven (7) 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. (In the event a substitute teacher is employed to cover the absence, the building administrator may utilize the teacher for other professional duties for the half day).
- 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.
- 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 organization auspices (NEA Travel Tours, etc.). This leave is subject to the written approval of the Superintendent and at his/her discretion.
- d. Personal business not to exceed four (4) days per year. It is the purpose of this provision to provide employees leave for personal business. In order to take personal business leave a written request must be made at least 48 hours in advance. The leave may not be taken the first five school days or the last five school days of any school year or the day before or after a holiday or vacation

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

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

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

19 **Bereavement:** Any regular full-time unit member shall be entitled to five (5) days leave of  
20 absence with full pay in the event of the death of a member of an immediate family member as  
21 defined in Education code Section 44985, (i.e., mother, father, grandmother, grandfather. Or a  
22 grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law,  
23 daughter, daughter-in-law, brother, or sister of the employee, or any other relative living in the  
24 immediate household of the employee.), "Immediate family member" shall also include domestic  
25 partner, (as defined by California Family Code section 297), in-laws, aunts, uncles, nieces, nephews  
26 or a person who has acted "in loco parentis" to the unit member or the spouse of the unit member.  
27 Up to three (3) days additional leave will be granted if the travel distance exceeds 200 miles to attend  
28 or arrange for the funeral.

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

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

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

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

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

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

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

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

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

30 2. Upon termination of the industrial accident or illness leave, the unit member shall be  
31 entitled to the benefits provided for such leave and his absence for such purpose shall be deemed to  
32 have commenced on the day of termination of the industrial accident or illness leave, provided that if

1 the unit member continues to receive temporary disability indemnity, he may elect to take as much of  
2 his accumulated sick leave, which when added to his temporary sick leave indemnity will result in  
3 payment to him of not more than his full salary.

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

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

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

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

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

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

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

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

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

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

30 Upon expiration of the leave the unit member shall be reinstated in the position held by him  
31 prior to the leave or in a position comparable in responsibility, there being no assurance implied  
32 herein of return to an exact assignment held prior to the leave. The Board reserves the right, herein of

1 return to an exact assignment held prior to the leave. The Board reserves the right, subject to  
2 applicable provisions of the law, to make such change in position assignment of the unit member  
3 upon his return from leave that will best serve the interests of the District.

4 **Maternity Leave:** The governing board shall provide for leave of absence from duty for any  
5 certificated employee of the district who is required to be absent from duties because of pregnancy,  
6 miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the  
7 date on which the leave shall commence and the date on which the employee shall resume duties,  
8 shall be determined by the employee and the employee's physician. Unit members are also eligible  
9 to receive four (4) weeks paid leave (no deduction from sick leave).

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

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

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

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

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

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

29 Such leave may be granted for carrying on a full program of professional study at an  
30 accredited four-year college or university in areas of educational foundations, instructional  
31 techniques, background depth and broadened experience in content areas, or advanced training  
32 related to specialized assignments and/or advanced credential qualifications. Applicants shall

1 indicate through the application procedure the nature and extent of the proposed program of study,  
2 specifying probable courses or course areas to be pursued.

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

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

- 13         1. Order of date of receipt of official applications.
- 14         2. Length of service in District
- 15         3. Equitable distribution of leaves among schools of the District.
- 16         4. Consideration of optimum number of staff on leave from any one school.
- 17         5. "Second time" versus "first time" requests.

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

21         Leave granted under this policy following seven or more consecutive years of service shall be  
22 for a full twelve (12) month period or may be for two six-month periods, provided that the leave of  
23 absence for both separate six-month periods shall be commenced and completed within a three (3)  
24 year period. A unit member may initially request granting of leave for only a six-month period,  
25 which, if granted, shall not be subject to reconsideration for an additional six-month period within the  
26 three year limit and which shall be the extent of sabbatical leave due the unit member until the  
27 completion of at least seven (7) additional years of consecutive service to the District.

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

31         No unit member on sabbatical leave may accept a comparable job in another school district or  
32 a paid research or teaching assistantship at the college or university calling for in excess of fifteen

1 (15) hours of work per week. A unit member may accept scholarships or fellowships including  
2 teaching requirements not contrary to the fifteen (15) hour limit, when the purpose of the grant or  
3 appointment is related to the unit member's stated purpose for the leave.

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

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

16 **Military Leave:** Unit members shall be allowed military leave subject to the provisions of  
17 applicable federal and state law.

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

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

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

28 **Catastrophic Sick Leave Bank:**

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

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

8           3. To be an eligible participant of the Catastrophic Sick Leave Bank, a probationary or  
9 permanent certificated employee must donate one day of sick leave during the open enrollment  
10 period and one day each year thereafter. Current participating members will be exempt from  
11 donations in any year in which the bank exceeds 200 days on September 1. A certificated employee  
12 may only join the Sick Leave Bank during the annual open enrollment period in September. New  
13 members wishing to enter the bank will be required to donate one day during the open enrollment  
14 period regardless of the total number of days in the Bank. New employees may also join during the  
15 30 calendar days following initial employment.

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

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

22           6. A certificated employee who qualified for catastrophic injury or illness leave may not draw  
23 upon the Bank until all fully paid illness or injury leave is exhausted. A certificated employee who  
24 has exhausted sick leave but still has differential leave is eligible for a partial supplement from the  
25 Bank. The District shall pay the certificated employee full pay and the Bank shall be charged one-  
26 half day. This shall not exceed the amounts allowed a maximum below.

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

29           8. The maximum number of workdays from the Bank allowed by one member for a single  
30 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. The District, Association, and Committee shall not be legally responsible if there are insufficient days in the Bank to provide a Catastrophic Sick Leave withdrawal.

10. The certificated employee shall submit a “Certificated Sick Leave Bank Request for Withdrawal” form, (Appendix E-2) 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 V

### DISCIPLINE

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

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

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

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

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

- 6           a. Prior to imposing a suspension without pay, the District shall provide the unit  
7 member with written notice thereof which shall include the cause or causes for  
8 disciplinary action in a specific statement of charges. A conference shall be held  
9 between a unit member and his immediate supervisor or other appropriate  
10 administrator, at which time the unit member shall have the opportunity to respond  
11 to the charges and to any written materials upon which the charges are based. The  
12 unit member may be represented by the Association during this conference.
- 13          b. After the conference, the immediate supervisor or other appropriate administrator  
14 shall decide whether or not to impose a suspension without pay and give the unit  
15 member written notice thereof. Except in cases of major or serious infractions, the  
16 suspension shall not be imposed until the time limit for appeal to arbitration has  
17 expired and in the event that appeal to arbitration is timely filed, the suspension  
18 (except in cases of serious or major infractions) shall be held in abeyance until the  
19 decision of the arbitrator has been rendered.
- 20          c. Upon being served with written notice of suspension, the unit member may request  
21 a hearing before an arbitrator who shall be chosen by mutual agreement of the  
22 District and the Association. If mutual agreement cannot be reached within five  
23 (5) calendar days (excluding days the District Office is closed) after a request for  
24 hearing is received, the parties shall request a list of five (5) arbitrators from the  
25 State Conciliation Services. As soon as the list of five (5) potential arbitrators is  
26 received, the parties shall strike names and the remaining individual shall serve as  
27 the arbitrator.
- 28          d. The unit member must file the request for hearing under Section c. above with the  
29 Superintendent's Office no later than five (5) calendar days (excluding days the  
30 District Office is closed) after receiving the notice of suspension. Failure to file a  
31 written appeal within the five (5) day period shall be deemed a waiver of any right  
32 to a hearing.

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

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

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

12 6. Nothing contained in this Article shall be construed to limit or restrict the authority of the  
13 governing board to dismiss, suspend or to take other disciplinary action under the Education Code or  
14 other applicable law. Suspensions of fifteen (15) working days or less shall be subject to the due  
15 process procedure set forth in this Article and the contractual grievance procedure shall not apply.  
16

## 17 ARTICLE VI

### 18 GRIEVANCE PROCEDURE

19 1. **Definition of a “grievance”:** A “grievance” is a formal written allegation by a unit  
20 member that he/she has been adversely affected by a violation of the specific provisions of this  
21 Agreement. The President of the Association may file a grievance on behalf of the Association,  
22 alleging that the District has violated a provision of Article III of this Agreement. Actions to  
23 challenge or change District Policy contained in the rules and regulations of the Board of  
24 Administration regulations and procedures must be undertaken under separate legal processes. Other  
25 matters for which a specific method of review is provided either by law or in the rules and regulations  
26 of the Board of Trustees, or in the Administrative regulations and procedures of the school district are  
27 not within the scope of this procedure. For a violation of Education Code or Board Policy, complaint  
28 forms are available at school sites and the Superintendent’s office.

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

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

4. **Definitions:**

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

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

5. **Time Limits**

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

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

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

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

5.4. **Level II:** In the event the grievant is not satisfied with the decision at Level II, it may be appealed in writing within ten (10) days of receipt of the supervisor’s written response. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall communicate a written decision with ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

5.5 **Level III: Mediation**

1 5.5.1 If the grievant and/or Association is not satisfied with the decision made at Level II, or  
2 if there was no District response, the grievance shall be referred to grievance  
3 mediation.

4 5.5.2 The Association shall request that a conciliator/mediator from the California State  
5 Mediation/conciliation Service, or from any other mutually agreeable recognized  
6 dispute resolution center, be assigned to assist the parties in the resolution of the  
7 grievance.

8 5.5.3 If an agreement is reached, the agreement shall be reduced to writing and signed by  
9 the grievant, the Association, and the District. This agreement shall be  
10 nonprecedential and shall constitute a settlement of the grievance.

11 5.5.4 In the event that the grievant, the Association, and the Superintendent or his/her  
12 designee have not resolved the grievance with the assistance of the  
13 conciliator/mediator within fifteen (15) days from the first meeting held by the  
14 conciliator/mediator, the Association may terminate Level Three and the grievance  
15 may proceed to Level Four.

16 **5.6 Level IV: Binding Arbitration**

17 5.6.1 In the event that the grievant is not satisfied with the decision of the Superintendent or  
18 his/her designee, the matter may be submitted for arbitration by filing a written request  
19 to the Palo Verde Teachers Association no later than fifteen (15) days following the  
20 decision of the Superintendent/designee. No unit member grievance will go to binding  
21 arbitration without the consent of PVTa.

22 5.6.2 If the Association determines that the grievance is appropriate, it shall notify the  
23 District that it is proceeding to arbitration, and request the California Mediation and  
24 Conciliation Service to provide a list of arbitrators. If the District and PVTa are  
25 unable to mutually agree upon an arbitrator, the parties shall, within ten (10) days of  
26 the receipt of the request for arbitration, submit a request to the California State  
27 Conciliation Service to submit a group of five (5) names. The parties shall  
28 alternatively strike names from the list supplied until one (1) name remains who shall  
29 then be the arbitrator. The arbitrator shall then be immediately notified by the  
30 appropriate party and a hearing date shall be set which is mutually agreeable to all  
31 parties. The arbitrator shall limit the decision to the specific issue or issues submitted.  
32 The arbitrator shall have no authority to alter, amend, add to, or subtract from the

specific provisions of the Agreement. The arbitrator's decision shall be final and binding on the parties.

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

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

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

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

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

## ARTICLE VII

### CONCERTED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing in connection therewith, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with operations of the District by the Association or by its

1 officers, agents, or members during the term of this Agreement, including compliance with the  
2 request of other labor organizations to engage in such activity.

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

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

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

## 13 14 **ARTICLE VIII** 15 **PERSONNEL FILES**

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

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

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

25 Information of a derogatory nature, except material mentioned in the second paragraph of this  
26 Section, shall not be entered or filed unless and until the unit member is given notice and an  
27 opportunity to review and comment thereon. A unit member shall have the right to enter and have  
28 attached to any possible derogatory statement his own comments thereon. Such review shall take  
29 place during normal business hours, and the unit member shall be released from duty for this purpose  
30 without salary reduction, providing it does not interfere with classroom teaching responsibilities.

31 2. The District shall not base any adverse action upon material which is not in the unit  
32 member's personnel file or which has not been placed there within 45 days following the date upon

1 which the District knew or should have known of the conduct upon which the adverse action is based.  
2 This clause shall not restrict the District's right to introduce any relevant oral testimony or written  
3 documentation at a subsequent administrative or legal hearing.

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

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

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

19 6. Official District personnel files shall be maintained at the District Office.  
20

## 21 **ARTICLE IX**

### 22 **ASSIGNMENTS AND TRANSFERS**

23 From time to time it may be desirable, from the unit member's standpoint, to change  
24 assignment or job site. A transfer is defined as a change of job site. A change in assignment is  
25 defined as a change in grade level and/or subject matter. Opportunities for a different instructional  
26 program and new challenges are renewing experiences for those desiring the change. It shall be the  
27 practice in the Palo Verde Unified School District to provide such opportunities to its teachers.

#### 28 **Vacancies**

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

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

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

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

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

#### 11 **Assignments**

12           1. Tentative, initial assignments for the following school year shall be provided in writing to  
13 unit members by the first Friday after May 15<sup>th</sup>. This tentative assignment is not guaranteed for the  
14 upcoming year.

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

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

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

#### 23 **Voluntary Transfer**

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

27           1. Unit members interested in changing their work location should apply for the openings or  
28 vacancies directly to the principal of the school involved, both verbally and in writing, within five (5)  
29 working days of the posted notice. Principals of the various schools, recognizing the value of the  
30 provisions of this regulation both to the unit member and the District's instructional program, will  
31 allow such transfers to occur if those requesting the transfer are qualified and are accepted by the  
32 principal of the school having the vacancy. If, in the sole judgment and discretion of the District, two

1 or more unit members are equally qualified, then, in that event, the unit member with the greatest  
2 District seniority shall be selected for the transfer.

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

5 a. Credentials held permitting the performance of the assignment.

6 b. Subject matter and level experience.

7 c. Quality and length of service

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

### 10 **Involuntary Transfer**

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

13 a. Credentials held permitting the performance of the assignment.

14 b. Subject matter and grade level experience.

15 c. Quality and length of service.

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

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

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

25 4. Both voluntary and involuntary transfers or changes in assignment are made to best support  
26 the needs of the District. Once a transfer or reassignment occurs, the unit member shall remain in  
27 that position for the remainder of the school year, with the exception of vacancies in non-classroom  
28 positions. He/she may request a transfer or reassignment for the next year. Unit members may  
29 appeal decisions involving transfer or reassignment directly to the Superintendent. The  
30 Superintendent's decision is final. District initiated transfers shall not result in the loss of  
31 compensation or fringe benefits to the unit member.

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

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

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

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

## ARTICLE X

## CLASS SIZE AND SCHEDULES

### Class Size

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

Grades TK – 3: 30

Grades 4 – 5: 32

Grade 6: 33

Grades 7 – 8: 34

Grades 9 – 12: 35 in regular classes, not to exceed

210 daily student contacts.

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

**Areas such as Shop and Labs:** 28 per class or the number of permanent student

Stations, whichever is less, (Blythe Middle School classes that require labs according to State curriculum and standards shall have no more than 30 students).

**Arts and/or Crafts Classes:** 35 students per class

**Physical Education:** 230 daily student contacts

**Continuation High School Class Size:** The District recognizes that class sizes smaller than those at PVHS are beneficial to meet the objectives and unique program of Twin Palms High School.

### **Schedules**

There shall be a seven-period instructional day in grades 7 through 12, with teachers teaching six periods. Periods shall be approximately 52 minutes in length. Discussions of other possible instructional day programs (i.e. block schedules, less periods per day, etc.) are allowed but may not be put in place until approved by the District and the Association.

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

## **ARTICLE XI WORK HOURS**

### **Work Year**

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

a. The five (5) working days outside of the student year shall be scheduled as follows:

- i. one (1) day at the beginning of the year to be used for one-half (1/2) district directed and one-half (1/2) teacher directed,
- ii. one (1) day for teacher-directed classroom preparation,
- iii. one (1) day for teacher-directed preparation scheduled on the first day of the second semester (three hours of which will be dedicated to Administrator directed training at the elementary level only),

iv. one (1) day for teacher-directed preparation scheduled on the first Friday after the 2<sup>nd</sup> trimester ends (three hours of which will be dedicated to Administrator directed training at the secondary level only),

v. and one (1) day after the last day of the student year as a minimum day for teacher-directed room closing.

b. In addition to the above, unit members shall perform co-curricular supervisory assignments as assigned. In connection with those assignments, the District shall first seek volunteers. If there are not sufficient volunteers, the District shall make assignments on a non-voluntary, equitable basis.

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

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

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

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

### **Work Day**

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

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

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

c. In addition, the Superintendent may call four additional one-hour meetings per year per site.

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

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

a. Whenever unit members are required through the current negotiated District Calendar to attend designated evening activities without extra compensation, excluding those hours in Article XI, Section 1, the unit members will be allowed to leave the campus as soon as the students have been dismissed, provided the unit members' rooms are properly prepared for such evening events.

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

#### **Preparation Time**

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

a. While the primary purpose of such periods is for preparation and planning, the District retains the right to assign unit members other professional responsibilities during their preparation period, including, but not limited to substituting for other unit members in cases where the District has not secured a substitute teacher from the usual sources.

b. When it becomes necessary for a secondary principal to assign unit members to substitute duties during their preparation periods, the principal shall first seek substitutes from a list of volunteers. The unit members, whether substituting voluntarily or by assignment, will be paid at a rate of \$30 per class period. Due to the individualized nature of the program and the low student-teacher ratio, this provision shall not apply to continuation school(s).

6. One shortened day per week will be provided for elementary (TK-8) teachers to be used as instructional preparation time. A minimum 120 minute work block will be provided as a conference/collaboration/preparation. The District may use this teachers' preparation time once per

1 trimester and one (1) additional preparation time per the administrator's scheduling discretion for  
2 professional development. A work block will be provided as a conference/collaboration/preparation  
3 /PLC time utilizing early release one day per week to provide for a minimum of a 60 minute block at  
4 the elementary level and one period at the secondary level. At the secondary level, the District may  
5 use this PLC time twice per quarter for professional development.

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

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

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

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

#### 24 **Duty Free Lunch**

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

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

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

10. Unit members who accept lunch duty shall be paid \$15 per duty period served. This payment is provided in recognition that the Education Code provides unit members with duty-free lunch periods and in recognition that unit members who accept lunch duty may need to use their regular scheduled preparation periods to eat lunch and may thereby find it necessary to use additional time outside the working day for class preparation.

#### **Parent Teacher Conferences**

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

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

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

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

### **ARTICLE XII**

#### **PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the unit member, the District shall deduct without charge from the salary of said unit member and make appropriate remittance for Association dues, annuities, credit union, insurance programs or any other plans or programs approved by the District.

### **ARTICLE XIII**

#### **UNIT MEMBER TRAVEL**

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

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

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

## ARTICLE XIV

### SALARY AND BENEFITS

1. It is understood for the purposes of negotiations that the definition of salary shall include any item noted in Appendix A and Appendix B. This includes both the annual salary adjustment or supplement and structure of the schedule. Beginning July 1, 2016, increase Appendix A (Teacher Salary Schedule) by 4% and an additional 3% in exchange for conversion of the mid-year ½ day teacher-directed day to a full day district-directed day. Also, one shortened day per week will be provided for elementary (TK-8) teachers to be used as instructional preparation time. A minimum of 120 minute work block will be provided as a conference/collaboration/preparation time. The District may use this teachers' preparation time one per trimester and one (1) additional preparation time per the administrator's scheduling discretion for professional development (for a total of 7% increase to the salary schedule).

For the 2019-20 school year, a 1.25% salary increase retroactive to July 1, 2019 shall be added to Appendix A of the Collective Bargaining Agreement. Appendix B will remain unchanged. A work block will be provided as a conference/collaboration/preparation/PLC time utilizing early release one day per week to provide a minimum of a 60 minute work block at the elementary and one period at the secondary level. At the secondary level, the District may use this PLC time twice per quarter for professional development.

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

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

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

### a. Health and Welfare Benefits

Effective upon contract ratification, the District contribution toward benefits for certificated teachers shall be \$14,440, allocated between medical, dental, and vision, according to the chart below. Employees selecting plans which cost in excess of \$14,440 shall have the difference deducted from their salary warrants on a tenths basis. District contributions are made on a monthly basis.

PLAN COMPONENT	ANNUAL DISTRICT CONTRIBUTION (2019-20)
Health Benefit	\$13,340
Dental Benefit	\$1,000
Vision Benefit	\$100

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

- a. 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.
- b. Unit members on District approved paid leave of absence may participate in the District's health insurance program for the period of leave.
- c. A unit member retiring after his/her fifty-fifth (55) birthday and who has served 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)

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

- a. An employee must have served 10 consecutive years immediately preceding retirement. A certificated employee who retires after his or her 55<sup>th</sup> birthday and prior to the beginning of or at the end of the school year in which his or her 64<sup>th</sup> birthday occurs shall be provided, at his or her request, health insurance coverage with the District paying 85% of the premium(s) then in effect, and the employee

1           paying 15% each year until the end of the month in which the employee reaches  
2           age 65. This benefit extends only to health insurance and does not include vision  
3           or dental coverage. The health insurance rate structure for early retirees shall be  
4           based upon a three tiered rate (single, two-party, family).

5           b. Employees who elect not to retire prior to or at the conclusion of the teaching year  
6           in which they reach age 64 shall not be eligible for this benefit. Employees  
7           retiring at age 64 through age 65 may continue on the district health plan until age  
8           65, but only at their own expense with no District contributions.

9           c. In the event that Medicare or some other national or state health plan becomes  
10          available to employees under the age of 65, this benefit will be provided only up to  
11          the date such other plan takes effect.

12          d. Employees over the age of 65 who elect to retire will be eligible for benefits under  
13          the provisions of Medicare or COBRA legislation currently in effect.

14          e. If both husband and wife are eligible employees under the plan, only one of them  
15          may enroll as a subscriber and the other spouse must enroll as the dependent.

16                If the subscriber is no longer eligible for the 85/15 insurance program, the  
17                dependent automatically becomes the subscriber until age 65 if the dependent was  
18                a full-time employee for at least ten consecutive years before retirement.

19          f. Effective July 1, 2005 the reference of 85% of premium shall be amended to refer  
20          to 85% of the applicable retiree rate not exceed 85% of the highest health  
21          insurance rate paid on behalf of active employees.

#### 22   **Savings Clause – Specific to Retirement Plan**

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

### 27                                   **ARTICLE XV**

#### 28                                   **EVALUATION PROCEDURES**

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

31           1. The California Commission on Teacher Credentialing as adopted professional standards  
32           (hereinafter referred in this Article as “Standards”) that will guide teacher preparation

1 programs and teacher assessments. These Standards are organized around six (6) interrelated  
2 categories of teaching practice with several supporting elements under each Standard  
3 (Appendix C-1). The Standards are:

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

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

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

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

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

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

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

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

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

b. Informal Observation –classroom visits

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

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

e. Anecdotal records made by evaluator or unit member.

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

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

7. If the Final Evaluation discloses a rating of 'Needs Improvement' in any element of the Standards, the evaluator shall offer positive assistance aimed at achieving the recommended improvement (Appendix C-4). The unit member shall take action to correct any cited deficiencies based upon the evaluator's specific recommendations for improvement (Appendix C-4), which may include voluntary participation in the P.A.R. Program (Appendix D). The unit member will be evaluated the following year.

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

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

Effective with the 2006-2007 school year, permanent teachers of core academic subjects who (1) have been employed by the District for at least ten (10) years; (2) who are “highly qualified” as defined in 20. U.S.C. section 7801 and (3) whose previous evaluation rated the employee as meeting or exceeding standards shall be evaluated at least every five (5) years provided the evaluator and the evaluatee agree. Either the evaluator or the evaluatee may withdraw their consent at any time. The decision to withdraw consent shall not be subject to the grievance/arbitration provisions of this Agreement; however, the evaluator or evaluatee shall schedule a conference with one another to discuss the withdrawal of consent. At the unit member’s request, the evaluator shall provide reasons in writing for withdrawing consent to continue a unit member on a 5 year evaluation cycle.

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

The District and the Association will meet to discuss evaluations as they relate to the non “core” teachers. Additionally, on or before June 1, 2018, the District and the Association will establish a committee of four (4) individuals, evenly made up of District and Association members, to assess our current evaluation system with the goal of improving instruction and professional practice through coaching, mentoring, and modeling. Any recommendations developed from the Committee shall be brought back to the bargaining team for negotiations.

## ARTICLE XVI

## SAFETY CONDITIONS

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

2. 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.

3. 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

1 that which is needed to repel or protect from bodily injury and provided, further, that the unit member  
2 report any such incident to the immediate supervisor within a twenty-four hour period.

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

## 6 **ARTICLE XVII**

### 7 **COMMUNICATIONS**

8 To facilitate communications and the solution of difficulties, the District and the Association  
9 will meet prior to each School Board meeting to discuss items on the board agenda and to consider  
10 other concerns. There are many avenues for communication which may include SAG, SAC, and  
11 other district committees.

## 13 **ARTICLE XVIII**

### 14 **COMPLETE UNDERSTANDING**

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

22 This Contract will remain effective for 2010-2011, and 2011-2012 with the exceptions of  
23 Article XIV (Salary and Benefits), Article XIX (Duration of Contract), Appendix A, B, and E, and  
24 bargaining the negotiable elements of the "Race to the Top" legislation.

25 The District will not lay off Association members in the 2010-2011 school years. The District  
26 will make every effort to avoid layoffs in the 2011-2012 school year. While this does not imply any  
27 guarantees, the District is desirous of retaining employees to the extent possible given the uncertainty  
28 of the State and District budgets.

29 Should any Article, Section, or clause of this Agreement be declared illegal by a court of  
30 competent jurisdiction, said Article, Section or clause, as the case may be, shall be automatically  
31 deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections,

1 and clauses shall remain in full force and effect for the duration of this Agreement if not affected by  
2 the deleted Article, Section or clause.

3  
4 **ARTICLE XIX**

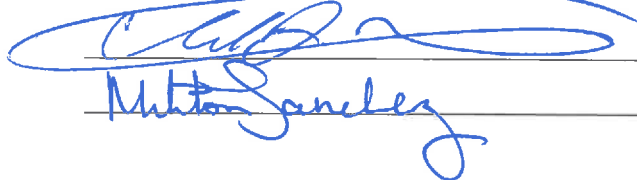
5 **DURATION OF CONTRACT**

6 Except where otherwise specifically provided, the effective dates of this agreement shall be  
7 from July 1, 2019 through June 30, 2022. In 2020-2021 and 2021-2022, either party may reopen  
8 Article XIV (Salary and Benefits) plus 2 additional articles. Appendix B shall remain closed for the  
9 duration of this successor agreement.

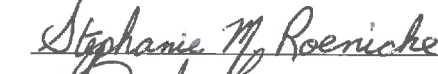

10 Agreed to this 24<sup>th</sup> of September 2019, at Blythe, Riverside County, California.

11  
12 DATE \_\_\_\_\_

13 **PALO VERDE UNIFIED SCHOOL DISTRICT**

14   
\_\_\_\_\_

15  
16 **PALO VERDE TEACHERS ASSOCIATION**

17   
18   
19 \_\_\_\_\_

# 2019/2020 TEACHER SALARY SCHEDULE 100

DISTRICT 64 - PALO VERDE UNIFIED SCHOOL DISTRICT

BOT APPROVED: 10.15.2019

Schedule ID: 100 / Position Type: 1 / Effective Date: 07/01/2019

Based on 185 Day Contract Year

(Galaxy 1.25% increase applied to SCH 100 EFF. 7.1.2018)

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
ROW (YEAR)	B.A.	B.A. + 30	B.A. + 45 OR M.A.	B.A. + 60 OR M.A. + 15	B.A. + 75 W/M.A. OR M.A. + 30
1	53,195.00	56,118.00	59,206.00	62,461.00	65,898.00
2	54,922.00	57,942.00	61,129.00	64,491.00	68,037.00
3	56,710.00	59,828.00	63,119.00	66,586.00	70,249.00
4	58,553.00	61,769.00	65,171.00	68,752.00	72,533.00
5	60,455.00	63,778.00	67,288.00	70,986.00	74,892.00
6	62,420.00	65,849.00	69,474.00	73,295.00	77,325.00
7	64,448.00	67,991.00	71,730.00	75,674.00	79,838.00
8	66,542.00	70,205.00	74,062.00	78,136.00	82,436.00
9	68,703.00	72,483.00	76,469.00	80,675.00	85,114.00
10	0	74,840.00	78,955.00	83,296.00	87,880.00
11	0	77,272.00	81,519.00	86,003.00	90,735.00
12	0	0	84,169.00	88,796.00	93,685.00
13	0	0	86,905.00	91,681.00	96,730.00
16	0	0	90,635.00	95,563.00	100,773.00
19	0	0	93,575.00	98,669.00	104,048.00
22	0	0	96,617.00	101,873.00	107,430.00

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

CONDITIONS AFFECTING UNIT MEMBER PLACEMENT ON THE SALARY SCHEDULEGENERAL PROVISIONS:

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

Personnel – Certificated

4141.1(c)

Salary Guides

Salary Schedule Provisions

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

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

Personnel – CertificatedSalary GuidesSalary Schedule Provisions, cont'd

OR 5) Units in coursework determined to be related to and having reasonable expectation of adding to the competence of the employee in either the current or some anticipated assignment in the district, as determined by the Committee on Professional Advancement.\*\*

OR 6) Service on Instructional Council.

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

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

PALO VERDE UNIFIED SCHOOL DISTRICT  
EXTRA PAY FOR EXTRA WORK  
7/1/2019

## ATHLETICS:

<u>Athletic Director</u>	3221
<u>Sports Trainer/Equipment Mgr – For All Sports</u>	3782
Football Varsity Head Coach - Boys	2661
Football Varsity Assistant Coach - Boys	2172
Football Jr. Varsity Head Coach - Boys	1610
Football Jr. Varsity Assistant Coach – Boys	1610
Volleyball Varsity Head Coach - Girls	2172
Volleyball Jr. Varsity Assistant Coach - Girls	1610
Cross Country Varsity Head Coach – Co-Ed	2172
Cross Country Assistant Coach – Co-Ed	1610
Basketball Varsity Head Coach (Boys/Girls)	2172
Basketball Jr. Varsity Head Coach (Boys/Girls)	1610
Wrestling Varsity Head Coach - Boys	2172
Wrestling Jr. Varsity Head Coach - Boys	1610
Soccer Varsity Head Coach (Boys/Girls)	2172
Soccer Varsity Assistant Coach (Boys/Girls)	1332
Baseball Varsity Head Coach - Boys	2172
Baseball Jr. Varsity Head Coach - Boys	1610
Softball Varsity Head Coach - Girls	2172
Softball Jr. Varsity Head Coach - Girls	1610
Track Varsity Head Coach (Boys/Girls)	2172
Track Assistant Coach (Boys/Girls)	1332
Swim Coach	2172
Polo Coach	2172
Golf Varsity Head Coach (Boys/Girls)	2172
(Five percent per week overtime for CIF playoffs for any of the above sports)	
Activity Director – High School	2801
Area Chairman – Secondary	191
Area Chairman Calculation = (\$ Pay/Sections=Rate) x total number of tchr. class sections in area)	
Band Director – High School	2031
Color Guard	1148
Class Sponsor – Senior or Junior	1610
Sophomore or Freshman	1332
Club Sponsors – High School	700
Dramatics (per full-length production)	1148
(Beyond School Hours)	1189
Elementary Extra Curricular Activity Fund/School (see following page)	3600
Elementary Physical Education Coordinator – Per School	594
Grade Level Chairperson – Elementary (one per grade per site)	576
High School Journalism Sponsor	1279
Lunch Supervisor – Per Daily Lunch Duty	15
Pep Squad Advisor	2172
Pep Squad Advisor Assistant	1148
Saturday School/Home Study/Adult Education per Hour	37.75
Special Assignments/Committees/ Grant Activities (EXTRA DUTY RATE)	37.75
<i>(Per grant subject to approval Superintendent/or designee)</i>	
Yearbook Advisor – High School	2548
Vocational Coordinator	2548

Teachers who teach a regular class in lieu of their normally assigned prep period as a regular assignment will be paid \$7,990 (Class IV, Step 1 on the certificated salary schedule computed by dividing the salary by a 7 period day to increase as the salary schedule increases) or a prorated portion thereof for the additional period taught.

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

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

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

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

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

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

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

Elementary Combination Classes Stipend - Teachers who are assigned combination classes at the elementary level shall receive a stipend of \$1,000 to compensate for additional planning time outside of the contractual day, prorated for partial year service. This section shall not apply to special education classes.

Special Education Stipend – A unit member, if holding a clear special education credential, is highly qualified (meets all CDE requirements), and working in a special education position, shall a stipend of \$1,750 per year starting in 2016-17.

By June 1, 2018, a committee shall be formed to review the current stipend schedule, research comparable schools, and report back to the Bargaining Teams within a reasonable time regarding recommended increases. There shall be 2 PVTA-appointed members on the committee and 2 District-appointed members. Any recommendations developed from the Committee shall be brought back to bargaining teams to negotiations.

# Palo Verde Unified School District Teacher Evaluation Rubric

## Standard I

### Engaging and Supporting All students in Learning.

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

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

Date of Observation \_\_\_\_\_  
 Date of Observation \_\_\_\_\_  
 Date of Observation \_\_\_\_\_

Post Evaluation Conference \_\_\_\_\_  
 Post Evaluation Conference \_\_\_\_\_  
 Post Evaluation Conference \_\_\_\_\_

Evaluator \_\_\_\_\_  
Year \_\_\_\_\_

## Standard II

### Creating and Maintaining Effective Environments for Student Learning

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

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

Evaluate  
Year

Standard III  
Understanding and Organizing Subject Matter for Student Learning

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

	Notes		
	Unsatisfactory	Needs Improvement	Proficient
Element 1: Demonstrating knowledge of subject matter content and student development.	<ul style="list-style-type: none"> <li>Makes no attempt to keep subject matter knowledge current and sufficient to support learning</li> <li>Rarely ensures that knowledge of the subject matter incorporates different perspectives</li> <li>Lacks understanding of students' social, emotional, and physical development as it relates to subject matter</li> </ul>	<ul style="list-style-type: none"> <li>Makes some effort to keep subject matter knowledge current and sufficient to support student learning</li> <li>Inconsistently ensures that knowledge of the subject matter incorporates different perspectives</li> <li>Has limited understanding of students' social, emotional, and physical development as it relates to subject matter</li> </ul>	<ul style="list-style-type: none"> <li>Continues to keep subject matter knowledge current and sufficient to support student learning</li> <li>Ensures that knowledge of the subject matter incorporates different perspectives</li> <li>Understands students' social, emotional, and physical development as it relates to subject matter</li> </ul>
Element 2: Organizing curriculum to support student understanding of subject matter.	<ul style="list-style-type: none"> <li>Does not demonstrate knowledge of student development and subject matter to organize and sequence the curriculum</li> <li>Makes no effort to organize subject matter to reveal and value diverse cultural perspectives</li> <li>Rarely incorporates subject or grade level expectations, curriculum frameworks, and content standards in organizing subject matter</li> </ul>	<ul style="list-style-type: none"> <li>Demonstrates some evidence of knowledge of student development and subject matter to organize and sequence the curriculum</li> <li>Inconsistently organizes subject matter effectively to value diverse cultural perspectives</li> <li>Incorporates some subject or grade level expectations, curriculum frameworks, and content standards</li> </ul>	<ul style="list-style-type: none"> <li>Uses knowledge of student development and subject matter to organize and sequence the curriculum</li> <li>Organizes subject matter effectively to value diverse cultural perspectives</li> <li>Incorporates subject and grade level expectations, curriculum frameworks, and content standards in organizing subject matter</li> </ul>
Element 3: Interrelating ideas and information within and across subject matter areas.	<ul style="list-style-type: none"> <li>Does not relate subject matter concepts to previous learning and to the students' own lives</li> <li>Does not prepare lessons that enable students to see the relationships and connections across subject matter areas</li> <li>Rarely implements units and lessons that highlight themes, concepts and skills within and across subject matter areas</li> </ul>	<ul style="list-style-type: none"> <li>Makes some effort to relate subject matter concepts to previous learning and to the students' lives</li> <li>Provides lessons that enable students to see the relationships and connections across subject matter areas</li> <li>Inconsistently implements units and lessons that highlight themes, concepts, and skills within and across subject matter areas</li> </ul>	<ul style="list-style-type: none"> <li>Relates subject matter concepts to previous learning and to the students' lives</li> <li>Provides lessons that enable all students to see the relationships and connections across subject matter areas</li> <li>Implements units and lessons that highlight themes, concepts, and skills within and across subject matter areas</li> </ul>
Element 4: Developing student understanding through instructional strategies that are appropriate to the subject matter.	<ul style="list-style-type: none"> <li>Rarely uses knowledge of subject matter to help students construct their own knowledge</li> <li>Does not support students to think critically within and across subject areas</li> <li>Does not build on students' life experience, prior knowledge, and interests to make the content relevant and meaningful</li> <li>Does not use a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject matter</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently uses knowledge of subject matter to help students construct their own knowledge</li> <li>Encourages some students to think critically within and across each subject area</li> <li>Inconsistently builds upon students' life experience, prior knowledge, and interests to make the content relevant and meaningful</li> <li>Uses a limited variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas</li> </ul>	<ul style="list-style-type: none"> <li>Uses knowledge of subject matter to help students construct their own knowledge</li> <li>Challenges all students to think critically within and across each subject area</li> <li>Builds on students' life experience, prior knowledge, and interest to make the content relevant and meaningful</li> <li>Uses a variety of instructional strategies and approaches to illustrate a concept and its connections</li> </ul>
Element 5: Using materials, resources, and technologies to make subject matter accessible to students.	<ul style="list-style-type: none"> <li>Does not provide, select, or use instructional materials and resources including technologies that promote students' understanding of subject matter and reflect diversity in the classroom</li> </ul>	<ul style="list-style-type: none"> <li>Inconsistently selects and uses instructional materials and resources including technologies that promote students' understanding of subject matter and reflect diversity in the classroom</li> </ul>	<ul style="list-style-type: none"> <li>Selects and uses instructional materials and resources including technologies that promotes students' understanding of subject matter and reflect diversity in the classroom</li> </ul>

Evaluate  
Year \_\_\_\_\_

Standard IV  
Planning Instruction and Designing Learning Experiences for All Students

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

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

Evaluate \_\_\_\_\_  
Year \_\_\_\_\_

Standard V

Assessing Student Learning

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

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

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

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

\* Rules of Conduct for Professional Educators (California Code of Regulations, Title 5, Division 8, Chapter 8, Article 3)

## Palo Verde Unified School District

# **CERTIFICATED PERSONNEL EVALUATION INITIAL**

Page 1 of 4

Evaluatee _____	Position _____	School: Blythe Middle School
Standards Emphasized I II III IV V VI		
Evaluator _____	Position _____	School Year _____
Status: _____	Provisional _____ Probationary I _____ Probationary II _____ Permanent _____	Number of Years in the District _____

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

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

# CERTIFICATED PERSONNEL EVALUATION INITIAL

Evaluatee _____	School Year _____ Page 2 of 4		
<b>STANDARD II – Creating and Maintaining Effective Environments for Student Learning</b> <ul style="list-style-type: none"> <li>Creates a physical environment that engages all students.</li> <li>Establishes a climate that promotes fairness and respect.</li> <li>Promotes social development and group responsibility.</li> <li>Establishes and maintains standards for student behavior.</li> <li>Plans and implements classroom procedures and routines that support student learning.</li> <li>Uses instructional time effectively.</li> </ul>	<b>PLANS FOR GROWTH</b>	<b>EVIDENCED BY</b>	
<b>STANDARD III – Understanding and Organizing Subject Matter for Student Learning</b> <ul style="list-style-type: none"> <li>Demonstrates knowledge of subject matter content and student development.</li> <li>Organizes curriculum to support student understanding of subject matter.</li> <li>Interrelates ideas and information within and across subject matter areas.</li> <li>Develops student understanding through instructional strategies that are appropriate to the subject matter.</li> <li>Uses materials, resources, and technologies to make subject matter accessible to students</li> </ul>	<b>PLANS FOR GROWTH</b>	<b>EVIDENCED BY</b>	

# CERTIFICATED PERSONNEL EVALUATION INITIAL

School Year \_\_\_\_\_  
Page 3 of 4

Evaluatee \_\_\_\_\_

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

# CERTIFICATED PERSONNEL EVALUATION INITIAL

School Year \_\_\_\_\_  
Page 4 of 4

Evaluatee \_\_\_\_\_

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

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

Observation 1 2 3

Evaluatee \_\_\_\_\_

School \_\_\_\_\_

Date of Observation \_\_\_\_\_

Minutes of Observation 30 minutes \_\_\_\_\_

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

**Observation Notes****Conference Notes**

Comments, commendations and/or specific suggestions for improvement:

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

Observer's Signature \_\_\_\_\_ Date 12/4/03 \_\_\_\_\_

## Palo Verde Unified School District

## CERTIFICATED PERSONNEL EVALUATION

\_\_\_ INTERIM

\_\_\_ FINAL

Page 1 of 5

Evaluatee \_\_\_\_\_ Position \_\_\_\_\_ School: Margaret White School

Standards Emphasized I II III IV V VI

Evaluator \_\_\_\_\_ Position \_\_\_\_\_ School Year \_\_\_\_\_

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

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

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

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

# CERTIFICATED PERSONNEL EVALUATION

\_\_\_\_\_ INTERIM  
\_\_\_\_\_ FINAL

School Year \_\_\_\_\_  
 Page 2 of 5

Evaluatee \_\_\_\_\_

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

# CERTIFICATED PERSONNEL EVALUATION

**INTERIM**  
**FINAL**

School Year \_\_\_\_\_  
Page 3 of 5

Evaluatee \_\_\_\_\_

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

# CERTIFICATED PERSONNEL EVALUATION

INTERIM
FINAL

Evaluatee \_\_\_\_\_

School Year \_\_\_\_\_

Page 4 of 5

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

Additional Comments / Evaluatee	Additional Comments / Evaluator
<p>Additional pages may be used.</p> <ul style="list-style-type: none"> <li>• Permanent unit members shall be required to participate in the PAR Program as a result of an unsatisfactory final evaluation in any domain of the California Standards for the Teaching Profession as provided in the evaluation article of the Agreement.</li> <li>• Evaluatee may submit a written response or reaction, which will be appended to this evaluation.</li> <li>• Signature of evaluatee does not imply agreement.</li> <li>• I have read this evaluation.</li> </ul> <p>_____ Date</p> <p>_____ Evaluatee Signature</p>	<p>Additional pages may be used</p> <p>_____ Recommend Tenure</p> <p>_____ Recommend continuation</p> <p>_____ Recommend continuation based upon unit member taking corrective action on cited deficiencies</p> <p>_____ Recommend termination</p> <p>_____ Date</p> <p>_____ Evaluatee Signature</p>

1 APPENDIX D: PEER ASSISTANCE AND REVIEW PROGRAM

2  
3  
4 Belief Statement

5  
6 Assembly Bill 1X, (Chapter 4, Statutes of 1999) the California Peer Assistance and Review  
7 (PAR) Program for Teachers provides a genuine opportunity to forge new working  
8 partnerships in education and to strengthen the teaching profession. The purpose of this  
9 legislation is to improve the education of students and strengthen the classroom  
10 performance of teachers. Learning to teach effectively depends upon ongoing professional  
11 growth and is a lifelong developmental process.

12  
13 Palo Verde Teachers Association (Association) and Palo Verde Unified School District  
14 (District) agree to participate in the PAR Program. Both organizations declare a mutual  
15 interest in and commitment to the successful and meaningful implementation of AB1X, the  
16 California PAR program.

17  
18 The successful implementation of PAR requires that all parties work together in recognition  
19 of their individual and shared interest(s) to accomplish the overriding common goal -- the  
20 success of teachers and students. PAR provides teachers and administrators with the  
21 opportunity to work collaboratively to develop and implement a full continuum of  
22 professional support to new teachers and successful veteran teachers.

23  
24  
25 PEER ASSISTANCE AND REVIEW (PAR) COUNCIL

26  
27 The Peer Assistance and Review (PAR) is a tier III program and therefore able to be  
28 "swept" as a budget-savings measure. With that in mind, the District and the Association  
29 agree to cease offering the PAR program on an ongoing basis. However, if a teacher is  
30 referred to PAR, the District and Association will meet to discuss the feasibility of working  
31 with the teacher. This agreement will continue in force throughout the term of the contract  
32 and can be brought back whenever the District and/or Association agree to do so.

- 33  
34 1. The PAR Program is supervised and evaluated by a joint panel which consists of five  
35 (5) members which includes the Association President or designee, two (2) members  
36 selected by the Association and two (2) members appointed by the District and shall be  
37 known as the PAR Council.  
38  
39 2. PAR Council members shall serve a three-year term. Members may not serve  
40 consecutive terms. A one-year hiatus must be observed before reappointment to the  
41 Council. In the first year of implementation, two or three year terms shall be selected  
42 by random drawing.  
43  
44 3. The PAR Council year is defined as July 1 through June 30.  
45

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

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



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

#### Number of Consulting Teachers:

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

#### Duties and Responsibilities

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

The Consulting Teacher shall:

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

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

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

The no release Consulting Teacher will:

1. Provide new teacher orientation

2. Participate in training and meetings

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

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

#### Terms and Conditions

##### Term:

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

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

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

##### Compensation:

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

##### Liability:

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

### PARTICIPATING TEACHERS

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

#### Beginning Participating Teachers

Beginning Participating Teachers are defined as:

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

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

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

#### 16 Volunteer Participating Teachers

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

#### 39 Experienced Participating Teachers

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

1 substituted and to have those reasons considered.

- 2
- 3 3. The Experienced Participating Teacher shall be provided a copy of the Consulting
- 4 Teacher's final report no less than five days prior to submission to the PAR Council.
- 5
- 6 4. The Experienced Participating Teacher must sign the final report signifying only that
- 7 the participant has read the document and has been provided the opportunity of
- 8 attaching a written response which shall become part of the permanent record.
- 9
- 10 5. Experienced Participating Teachers shall also have the right to request a meeting with
- 11 the PAR Council to discuss the report and to be represented by the Association at this
- 12 time.
- 13
- 14 6. The Experienced Participating Teacher's final evaluation shall include the Consulting
- 15 Teacher's report.
- 16
- 17 7. The results of the Experienced Participating Teacher's participation in the PAR
- 18 Program shall be placed in the participant's personnel file.
- 19

20 BTSA SUPPORT PROVIDERS

21

22 Currently under the jurisdiction of the PAR council, the BTSA support providers are

23 responsible for up to twelve (12) students when fully released from their teaching position.

24 Also, we currently do not have any teachers who are fully released to provide said services.

25 The District would like to experiment with a one-year, nonprecedent-setting arrangement to

26 have a fully-released teacher be responsible for more students not to exceed 20.

27 Throughout the year, the PAR council will monitor the number of students. In the event

28 that the number is too low or too high, the PAR council will adjust the number as

29 appropriate. At the end of the 2007-2008 academic year, the PAR council will establish

30 subsequent year's number of students.

31

32 OTHER PROVISIONS

33

34 Continuation of the PAR Program

35 Continuation of the PAR Program is subject to continued funding under AB 1X. However,

36 if the funding ceases the District and the Association agree to sit down and discuss possible

37 continuation of one or more of the elements of the program

38

39 Association Rights

40 This PAR document does not expand nor diminish the unit member's ability to grieve an

41 evaluation pursuant to the negotiated contract between the PVTa and PVUSD.

42

43

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46

District Rights

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

**Table 1**

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

**Table 2**

**Provisional (A-G)**

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

1	<b>GLOSSARY</b>	
2		
3	AGREEMENT	The negotiated agreement (contract)
4		between the Association and the
5		District.
6		
7	ASSOCIATION	Palo Verde Teachers Association
8		
9	BEGINNING PARTICIPATING	Fully credentialed probationary 1st
10	TEACHER	and second year teachers, provisional
11		intern teachers, provisional teachers with
12		emergency permits, and provisional or
13		probationary teachers who are new to
14		the District,
15		
16	BTSA	Beginning Teacher Support and
17		Assessment Program
18		
19	CALIFORNIA STANDARDS	
20	OF THE TEACHING PROFESSION	The six standards of the best practices of
21		teaching which are aligned with the
22		National Board for Professional Teaching
23		Standards and listed in Article XV in the
24		Agreement
25		
26	CONSULTING TEACHER	A permanent certificated unit member
27		who provides assistance to teachers
28		participating in the PAR program.
29		
30	DISTRICT	Palo Verde Unified School District
31		
32	EVALUATION	The process used by PVUS
33		administrators to evaluate
34		a teacher's performance as outlined
35		in Article XV in the Agreement
36		
37	EXPERIENCED PARTICIPATING	A permanent teacher who is required to
38	TEACHER	receive assistance based on an unsatisfactory
39		rating on the final evaluation in one or more
40		of the elements of the California Standards for
41		the Teaching Profession
42		
43	PAR	Peer Assistance and Review
44		
45		
46	PAR COUNCIL	A joint council consisting of appointees

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PARTICIPATING TEACHER

from the Association and the District.

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

PERFORMANCE IMPROVEMENT  
PLAN (PIP)

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

VOLUNTEER PARTICIPATING  
TEACHER

A permanent teacher who requests assistance assistance from the PAR Council

# PALO VERDE UNIFIED SCHOOL DISTRICT

## Request for Sick Leave Bank Withdraw

Employee Name \_\_\_\_\_ Site \_\_\_\_\_

Position \_\_\_\_\_

Nature of Illness:

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Number of days requesting \_\_\_\_\_

Name of Attending Physician \_\_\_\_\_

Physician's Address \_\_\_\_\_

Physician's Phone Number \_\_\_\_\_

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

Please return completed form to the Personnel Department.

ALL INFORMATION RECEIVED WILL BE HELD IN THE STRICTEST  
CONFIDENTIALITY.