

**AGREEMENT**

**BETWEEN THE**

**VICTOR ELEMENTARY SCHOOL DISTRICT**

**AND THE**

**VICTOR ELEMENTARY TEACHERS ASSOCIATION**

**EFFECTIVE**

**JULY 1, 2022**

**TO**

**JUNE 30, 2025**

June 2024

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AGREEMENT BETWEEN THE  
VICTOR ELEMENTARY SCHOOL DISTRICT  
AND THE  
VICTOR ELEMENTARY TEACHERS ASSOCIATION

*ARTICLE 1*  
*RECOGNITION*

The District confirms its recognition of the Association as the exclusive representative for the unit of employees, including counselors, as recognized by the District in its resolution dated May 7, 1976.

ARTICLE 2  
*DISTRICT RIGHTS*

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- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations, maintenance, and transportation; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
  
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
  
- C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. Emergency shall be defined as (1) consisting of an immediate physical threat to the health and/or safety of students or employees; (2) consisting of a fiscal and/or organizational threat to the continued operation of the District. The determination of whether an emergency exists is solely within the discretion of the Board or its designated representative. However, in the event of a fiscal/operational emergency, the District shall consult with the Association prior to the declaration of a state of emergency.

ARTICLE 3  
ASSOCIATION RIGHTS

The Association shall receive all rights and benefits provided by Article 3543.1 of the Educational Employees Relations Act.

- A. The District shall provide the Association with twenty (20) working days of paid release time for Association business. The Association President shall provide the Superintendent with the names of members designated to utilize this time at least twenty-four (24) hours in advance. Additional Association days may be granted upon written request to the Superintendent. The additional days shall be paid for by the District.
- B. Unit Members will be excused from other District or site obligations to attend Association meetings/ratifications.
- C. The District will assure that an up-to-date copy of the Victor Elementary School District Policy Guide shall be made available to the Association at the beginning of each school year. Changes to policy throughout the school year shall be forwarded to the Association President. Responsibility for keeping the policy guide current shall rest with the Association.
- D. Each school site shall allow five (5) minutes of time at the end of any regularly scheduled staff meeting for information from the Association.
- E. Pursuant to (AB119) Mandatory Association Access to New Employee Orientations
  - 1. Sharing of Employee Information to Association
    - a. The District shall provide the Association with the name, job title, department, work site, home and personal cellular phone numbers, personal email addresses on file with the District, and home address of newly hired employees within thirty (30) days of hire or by the first pay period of the month following hire. (California Gov't Code 3558)
    - b. The District shall provide the Association with the name, job title, department, work site, home and personal cellular phone numbers, personal email addresses on file with the District, and home address for all members of the bargaining unit at least every 120 days or upon request.
  - 2. Beginning of School Year Hires
    - a. District will notify the Association President, Vice President, Membership Chair and Negotiations Chair, of the date of the new employee orientation by the end of the prior school year by email.

- 1           b. Employee attendance shall be highly encouraged and paid by the  
2           employer.
- 3           c. Association literature, membership forms and dues deduction forms shall  
4           be provided in the District employee processing packet.
- 5           d. All employee orientations shall be in person.
- 6           e. The employer may be present during the Association’s presentation.
- 7           f. Two hours shall be allotted for the Association’s presentation.
- 8           g. In the event that a new employee does not attend the Association’s  
9           presentation, the new employee shall attend a scheduled make up  
10          orientation within first ten (10) work days of the school year.
- 11          h. CTA-endorsed vendors may be included in the orientation at the discretion  
12          of the Association.
- 13          i. The Association shall have access to the District’s audio-visual equipment.

14          3. Bargaining Unit Members Hired After the First Day of School

- 15           a. The District will notify the Association President, Vice President,  
16           Membership Chair, and Negotiations Chair when a new employee is hired  
17           and the approximate date of processing.
- 18           b. The District and the Association have agreed to hold New Employee  
19           Orientation during the processing of new employees at a mutually  
20           agreeable time with the least impact to classroom instruction. This  
21           orientation will be no more than one (1) hour in length.

22          This agreement is entered into pursuant to AB119 and is comprehensive of the  
23          Association’s right to access new employee orientations.

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ARTICLE 4  
*DECISION-MAKING*

A. VESD GOVERNANCE MODEL:

Purpose

The purpose of the VESD Governance Model is to obtain organizational effectiveness as measured through student achievement. The Governance Model is designed to improve each school’s capacity to: exercise professional judgment, participate in decisions, allocate resources impacting student learning, and to forge a sense of organizational purpose.

Board Level

The Board’s responsibility to the community is to improve student achievement. After collaborating with staff, community, and parents, the Board will use Consensus to approve the VESD Vision, Mission, Beliefs, Parameters, Goals and Objectives.

Each staff will develop a site plan to meet the Board’s objectives.

The Board has the right to see professional planning from each staff and to receive an accounting of the results.

The Board delegates the responsibility for monitoring and reviewing the plans to management.

Site Level

Each school will develop a plan to meet the Board’s objectives through assessment, instruction, monitoring, adjusting, and evaluating the program.

The principal will establish operational procedures for the school.

Each staff shall decide its method of decision-making: Consensus or Consultation. Time shall be set aside at the beginning of the year to review Article 4, Appendix B, and Professional Guidelines to Common courtesy.

B. SITE-BASED DECISION-MAKING

1. PURPOSE

The ultimate purpose of site-based decision-making is to advance student learning. The principal and site representative will review decision-making models with staff at the beginning of each school year. There are two models of site-based decision making: consensus and consultation.

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2. CONSENSUS

- a. Definition: Consensus is a process for group decision-making. It is a method by which an entire group of people can come to an agreement. The input and ideas of all participants are gathered and synthesized to arrive at a final decision acceptable to all. Through consensus we are not only working to achieve better solutions, but also to promote the growth of community and trust. Consensus will be reached by following Victor Elementary School District Procedures and Flow Chart for Reaching Consensus in Appendix B.
- b. The site shall attempt to reach agreement by consensus on the following:
  - (1) The site plan and its categorical budget.
  - (2) Student discipline plan.
  - (3) The process of assigning students for the following school year.
  - (4) School-wide problem solving/program development plans.
  - (5) Site-funded employees.
  - (6) School-wide grant programs.
- c. Any unit member working to overturn any consensus decision may make a motion at a regularly scheduled staff meeting, and if two-thirds of the staff present agrees, the decision is void.

3. CONSULTATION

Definition: Consultation is the process of sharing information and actively seeking input from those who would be affected before a final decision is made by the principal.

4. ANNUAL SELECTION OF DECISION-MAKING PROCESS

- a. Each staff shall review Article 4 and Appendix B within the first month of school.
- b. A secret ballot vote shall then be taken by the unit members present to decide whether to implement the consensus decision-making process at the site.
- c. If a two-thirds vote is not reached for consensus, then consultation will be the decision-making process.
- d. Sites shall notify the Association and District of the decision-making process.



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5. CHANGING DECISION-MAKING PROCESS

After making the annual selection, a site can change the decision-making process once during the school year.

- a. Any site unit member may agendize a vote to consider a change in the decision-making process.
- b. After reviewing Article 4 and Appendix B, a secret ballot vote shall then be taken by the unit members present. A two-thirds majority is required to change the present decision-making process. If a two-thirds vote is not reached the decision-making process remains the same. If a change is made, the site shall notify the Association and the District of the change.

6. LEADERSHIP TEAM

Leadership Team is a representative group that provides leadership by gathering and providing input and disseminating information. The Leadership Team does not unilaterally make decisions for the entire site.

C. DISTRICT-LEVEL PROVISIONS

- 1. An Agreement Waiver is any decision by a site to deviate from the Agreement. Sites shall follow Victor Elementary School District Procedures and Flowchart for Reaching Consensus (Appendix B). In order to be considered by the Agreement Waiver Council (AWC)
  - a. The Agreement Waiver must be submitted in writing.
  - b. The Agreement Waiver must note the Article and Section being waived.
  - c. The Agreement Waiver shall be signed by certificated staff voting in favor. Dissenting voter(s) may sign and note their concern(s).
  - d. All Agreement Waivers shall be submitted annually in accordance with established rules and timelines set by the AWC.
- 2. There shall be an established Agreement Waiver Council (AWC) with a representative from each site appointed by the Association, and two District representatives appointed by the Superintendent. The AWC shall review and act upon Agreement Waiver Requests. The AWC is responsible for establishing its own rules of operation and timelines.

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- a. The AWC shall select a chairperson who facilitates the meeting and a secretary who shall keep minutes of all meetings.
- b. A quorum for the purpose of a meeting shall consist of a representative from the site submitting an Agreement Waiver Request and a majority of the representatives.
- c. Decisions regarding Agreement Waivers shall be reached by unanimous vote of all present.
- d. AWC meetings shall be open and held at a time convenient for AWC members.

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ARTICLE 5  
*WORKING TIME*

A. SERVICE DAY:

1. The service day is a day when unit members are responsible for instructional and other assigned duties as enumerated in the job description. The service day includes fulfilling responsibilities such as making parent contacts, planning for instruction and working with colleagues. The service day will commence 15 minutes before the first class is scheduled to be in session for a normal working day, and end 15 minutes after the last class is scheduled for dismissal on a normal working day.
2. The service day shall contain a 40-minute student lunch period, 30 minutes of which will be duty free, excluding rainy and minimum days.
3. Participation in extracurricular activities and district committees shall be at the discretion of the unit member.
4. Unit members may be released from normal duties at the discretion of the superintendent or designee.
5. In the event that a unit member is scheduled for a half-day absence, the following procedure will be followed:
  - a. If the midpoint of the service day falls during or within ten minutes of the unit member's scheduled lunch period, the unit member will be released at the start of and/or will return by the end of the unit member's lunch period.
  - b. If the midpoint of the service day falls ten minutes or more prior to the start of the unit member's scheduled lunch period, the unit member will be released and will return at the midpoint of the service day.

B. SERVICE WEEK:

1. Unit members shall attend a maximum of one (1) compulsory principal's meeting a week which shall last no longer than one hour and fifteen minutes and a maximum of two (2) parent visitation nights per year.
  - a. Principals will dedicate one staff meeting a month to teacher professional responsibilities, three of these staff meetings are intended to be utilized for preparing report cards.
2. Friday PM Planning Days
  - a. The principal will schedule and attend two grade level collaboration Minimum Day Fridays per grade level, during the school year, to discuss data analysis, goals, and support.

- 1                   b. All remaining Minimum-Day Fridays, excluding parent conference weeks,  
2                   will be dedicated to personal and/or professional responsibilities for the unit  
3                   members.
- 4                   c. The district will provide a standard template to report minutes to the site  
5                   administrator.

6    C.    SERVICE YEAR:

7                   1. The service year shall be one hundred eighty-six 186 working days. The working  
8                   days shall annually be set forth on the district calendar.

9                   2. The calendar shall allow for six (6) working days in addition to the 180 student  
10                  days.

11                               a. Three (3) days to be used by teachers to prepare for the  
12                               upcoming school year. Teachers are required to complete all  
13                               Safety online trainings, 5 days of emergency sub plans and 5  
14                               days of split class plans, to be turned into the site administrator  
15                               by the end of the second day of the school year.

16                               b. One (1) day is for district and/or site in service.

17                               c. One (1) day is to be used for site and/or grade level collaboration  
18                               as planned by the principal and leadership team.

19                               d. One (1) will be used for professional development based on  
20                               current school needs collaboratively decided by site  
21                               administration and staff.

22                   3. During the service year, the District will pay for up to 9 sub-days for all SDC  
23                   teachers to be used for testing, prep for IEPs, paperwork and other SDC  
24                   responsibilities. SDC teachers are responsible for notifying the site administrator at  
25                   least 24 hours in advance when a substitute is needed. Any additional days needed  
26                   beyond the 9 sub-days shall be paid for by the site.

ARTICLE 6  
ASSIGNMENT

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A. DEFINITIONS:

- 1. Assignment - Placement of a unit member in a grade level(s) at a work site(s) or in a program(s).
- 2. Reassignment - A change of grade level(s) placement at a work site(s) or movement from one program(s) to another within the District.
- 3. Initial Assignment - Placement by the District of a newly hired or re-hired certificated employee or a unit member returning from an approved leave which transcends a work year in a grade level(s) at a work site(s) or in a program(s).
- 4. Please note TK/K is considered one grade level for reassignment

B. ASSIGNMENT BASED UPON PLANNING FOR THE NEXT SCHOOL YEAR:

- 1. Preliminary assignments will be given to Unit Members by April 15.
- 2. After the transfer process is completed, a Unit Member may request a change in site assignment based on any openings as a result of the transfer process with the approval of their site supervisor.
- 3. Assignments will be finalized by May 31.

C. REASSIGNMENT BASED UPON PLANNING FOR THE NEXT SCHOOL YEAR: Unit members shall not be reassigned except when:

- 1. A unit member requests a change in assignment and the request is granted by the supervisor.
- 2. A change in student demographics within a grade level requires a staffing reassignment. Notification of the reassignment shall be made by April 15.
  - a. Site supervisor will solicit volunteers for re-assignment from the grade level which is overstaffed.
  - b. If there are no volunteers, the unit member in that grade level with the least District seniority, shall be re-assigned.
- 3. Any combination classes that were not filled by a Unit Member during the transfer process will be assigned as stated in Article 8. E.1.
- 4. Further changes in student demographics occur prior to the start of the new school year. Notification of the reassignment will be made as soon as possible.

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D. REASSIGNMENT AFTER THE SCHOOL YEAR BEGINS:

1. Any unit member who is to be reassigned because actual student demographics differ from projections shall be notified of the reassignment as soon as possible.
2. If reassignment is necessary, the unit member will be given the opportunity to discuss the change with the immediate supervisor and work out a reasonable plan and timeline.
3. If the reassignment involves a change of two or more grade levels, and/or a change of rooms, the unit member will be offered two days of release time or substitute pay to move and set up the new classroom for instruction. The District is responsible for moving District equipment and supplies.
4. If the reassignment involves a change of one grade level, the unit member will be offered one day of release time or sub pay to set up for instruction.

ARTICLE 7  
TRANSFER

A. DEFINITIONS:

1. Transfer - Movement of a Unit Member from one district work site to another to fill a position which is declared vacant by the District
2. Voluntary transfer - A transfer requested by the Unit Member.
3. Involuntary transfer - A transfer initiated by the District.
4. Superintendent's transfer – A voluntary transfer granted by the Superintendent.
5. Vacancy - Any vacated, or newly created position.
6. Seniority - First contracted day of paid service.
7. Imbalanced staffing – When enrollment variations occur which create overstaffing at a school setting making it necessary to transfer a Unit Member.

B. INVOLUNTARY TRANSFER:

1. Unit Members shall not be transferred during a school year except by the provisions relating to imbalanced staffing or for the physical safety of the Unit Member (as determined by the District).
2. When imbalanced staffing occurs, making it necessary to transfer a Unit Member, the following procedure (excluding positions that require a specialized authorization or credential) shall be used.
  - a. Solicit volunteers for transfer from the site which is overstaffed.
  - b. If there are no volunteers, the Unit Member with the least district seniority at the transferring site that is overstaffed shall be transferred to a district site where vacancies exist. In the event that such a transfer is necessary, the Unit Member will be provided with three (3) days advance notice and an additional two (2) days of release time to prepare for the transfer, District assistance for moving, District supplies/equipment, and a qualified substitute teacher to cover the Unit Member's class during the transition.

- c. In the event there are Unit Members with the same hire date at the overstaffed grade level at the school site, a representative from the District and the Association will meet with the teachers involved. A lottery method will be agreed upon in order to determine the transferring Unit Member(s).
- d. A Unit Member who has volunteered to be an involuntary transfer, shall have the first right to transfer back to any vacancy at the former site for the following school year. Should there be two or more Unit Members who want to return to their former school site, the Unit Member with the greatest seniority shall have the first opportunity.
- e. An involuntary transfer shall have the first right to transfer back to any vacancy at the former site for the following school year. This does not apply to a Superintendent's transfer. Should there be two or more Unit Members with the same hire date who want to return to their former school site, a representative from the District and the Association will meet with the teachers involved. A lottery method will be agreed upon in order to determine the transferring teachers(s).

c. VOLUNTARY TRANSFER:

- 1. A bargaining Unit Member may file a request for transfer for the following school year with the District personnel office at any time. To be considered for transfer for an ensuing school year, the request must be received by the District no later than four weeks prior to the last regular day of school. The request shall list the work site(s), order of preference of multiple sites, and the assignment which the bargaining Unit Member is interested in, and include a letter of intent delineating the applicable experience and/or training the Unit Member has in relation to the vacancy.
- 2. The District shall deliver a list of all vacancies to the Association and post the list on all designated bulletin boards at each site.
- 3. A list of certificated vacancies for the ensuing year will be published as needed. The publication shall include a closing date, the work location, credential required, grade level if appropriate, and any special qualifications, duties, and responsibilities of the position. It is recognized by the parties that those Unit Members who are affected by an imbalanced staffing involuntary transfer, as provided for in this Article 7.B.2.e, shall be given the first consideration in accordance with the Education Code when filling these vacancies.



4. Upon written request, the District shall notify individual Unit Members of any posted openings which may arise during the summer recess or periods of leave.
5. If any vacancy exists four weeks prior to the last regular day of school at any site for which a Unit Member has requested a transfer, an interview shall be conducted on or before two weeks prior to the last regular day of school.
6. The interview team shall consist of the site supervisor, two grade level members, when possible and an Association site representative.
7. The interview team must reach consensus in order to approve a transfer.
8. The interview team shall not solicit a classroom visitation of the Unit Member. No classroom visitation shall occur except at the request of the Unit Member.
9. The site supervisor shall, upon request of the Unit Member, state the reasons for the Unit Member not receiving the transfer to the vacancy.
10. Qualifications which must be addressed by the interview team include those qualifications on the vacancy posting. If two or more candidates have the same qualifications, unit member seniority shall determine selection.
11. The filing of a voluntary transfer request is without prejudice to the Unit Member and shall not jeopardize the present work site. A voluntary transfer request may be withdrawn in writing by the Unit Member at any time prior to the notification that the transfer has been approved.
12. After the conclusion of transfer selections, Unit Members may submit a letter to the Superintendent to request a transfer. The Unit Member shall be interviewed by the Superintendent or designee. The approval or disapproval of the request for transfer shall be made by the Superintendent.
13. The District shall provide notice to all Unit Members of the time period within which they may file a request for transfer to a new school site. All Unit Members who make such a transfer request shall be interviewed.
14. When the District opens a new school, all Unit Members shall be offered an opportunity to request a transfer to the new school prior to posting other district wide transfers. The interview team shall consist of the site supervisor, a District designee and two Association appointees. This team shall have the option to appoint additional members by mutual agreement.

D. ADMINISTRATOR REASSIGNMENT TO THE CLASSROOM:

1. Experience as an administrator in our District will be counted as experience towards placement on the certificated salary schedule. Credit for prior teaching experience shall be given, if applicable, according to Article 8, Compensation. If the person was a Unit Member in VESD prior to being an administrator, the placement on the salary schedule shall resume where it left off, plus administrative experience.
2. Administrators will follow the Voluntary Transfer Process, as described in Article 7. If not selected through the interview process, then will be placed after current Unit Members have been assigned.
3. Administrators returning to the classroom will not be placed at a school site where they have served in any administrative capacity.
4. Administrators who return to classroom teaching will be considered Unit Members and will be covered by the negotiated agreement.
5. Administrators will be evaluated during their first year back in the classroom.

E. CERTIFICATED MANAGEMENT REASSIGNMENT TO THE CLASSROOM

1. If the person was a Unit Member in VESD prior to being a manager, the placement on the salary schedule shall resume where it left off, plus management experience.
2. Certificated Managers will follow the Voluntary Transfer Process, as described in Article 7. If not selected through the interview process, then will be placed after current Unit Members have been assigned.
3. Certificated Managers returning to the classroom can be placed at a school site where they have served in a management capacity.
4. Certificated Managers who return to classroom teaching will be considered Unit Members and will be covered by the negotiated agreement.
5. Certificated Managers will be evaluated during their first year back in the classroom.

ARTICLE 8  
CLASS SIZE

A. CLASS SIZE

1. The District agrees to maintain the following maximum class size per classroom, subject to paragraph B below:

TK/Kindergarten: 33 Maximum

Grades 1-3: 32 Maximum

TK-3: Site Average – 24

Grades 4-6: 34 Maximum - District Average 31.6

K-1 Combination is considered as 1-3

3-4 Combination is considered as 1-3

2. Every attempt shall be made to alleviate class size overages as soon as possible, and no later than thirty (30) school days after the beginning of the school year. If the above maximum class sizes for TK/kindergarten through grade 6 are exceeded, the District will make adjustments, either by reorganizing classes or providing additional teaching staff to meet these maximums. Maximum class sizes as stated in this article shall not apply during the last three (3) school months if there is an increased enrollment in the school.
3. The initial class enrollment for the first day of school shall include no more than five (RSP) students, unless requested by the teacher in writing for purposes of program design. In the event there are more RSP students than can be accommodated in a grade level, the RSP students will be equally distributed in an order as predetermined by grade level and principal.
4. When a Unit Member has one or more challenging students with unique needs assigned to his/her class, this factor will be taken into consideration in determining the initial class makeup by:
  - a. The principal at a Consultation school
  - b. Staff members and principal at a Consensus school

The intent is to find the best possible educational placement for every child.

5. Combination classes will be scheduled only as necessary because of space availability and/or when student enrollments are such that maintaining two (2) separate grades with separate teachers is financially unsound.
  - a. The responsibility for taking a combination class will be rotated equitably among tenured Unit Members in the grade level(s) that will

- b. be impacted. This rotation is based upon when the Unit Members in the impacted grade level(s) last taught a combination class at their current school site. Unit Members shall not be required to teach a combination class for two consecutive years unless an exception applies.
- c. Exceptions:
  - 1) If a class is added after the school year begins the combination class may be assigned to the newly hired Unit Member.
  - 2) If there is no tenured Unit Member in the grade where a combo class is going to occur, then a probationary Unit Member may take the combination class.
  - 3) Unit Members may volunteer to teach a combination class for consecutive years.
  - 4) Schools where demographics and/or specialized programs require the majority of classes to be combination classes, shall be considered the norm and may impact Unit Members for consecutive years.
- d. A Unit Member who has taught a combination class for at least twenty (20) student days in one year will be credited with teaching a combination class.
- e. Schools where programs require school-wide block scheduling shall not be considered combination classes.
- f. Unit Members assigned to a combination class, regardless of when it is established, shall have the opportunity to consult with the sending teachers and the site administrator concerning initial student placement in the combination class.
- g. For the following year assignment, the combination teacher shall return to their original grade level assignment. In the event a grade level is overstaffed, see Article 6, C.2 (Assignment). Teacher volunteers will be sought first. If no one volunteers, District seniority will apply.

**B. Speech and Language Pathologists (SLP) CASELOAD**

- 1. The District Speech Language Pathologists (SLP) Individualized Education Plan (IEP) caseload average will be 55 (per Ed. Code 56363.3)
- 2. When the District SLP IEP average remains constant above 60 for 15 days, the District will provide additional SLP staff to meet the average. The District will have an additional 75 days to hire a new SLP.

3. The District will provide an opportunity for the SLP to participate in the process equitably assigning caseloads annually.
4. The Response to Intervention (RTI) caseload shall not exceed 10 students per SLP. New students will transition to RTI as space becomes available.

C. Resource Specialist Program (RSP) CASELOAD

1. The District Resource Specialist caseload shall be no more than 28 students. (per Ed. Code 56362 (c))

ARTICLE 9  
*INCLUSION*

- A. Definition of Inclusion: To the maximum extent appropriate, children with disabilities are educated with children who are not disabled. Removal of children with disabilities from the regular education environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.
- B. MODELS:
1. *Full Inclusion Model* - The student is placed in a regular classroom 100% of the day. The special education staff provide consultative support to the teacher.
  2. *Collaborative Model* - Special education and general education staff work together and problem solve to meet the student's needs.
  3. *Supported Instruction Model* - Special education staff provide support services within regular classroom instruction.
  4. *Social Mainstreaming Model* - The student is included during regular classroom instruction to provide him or her with appropriate exposure to nondisabled peers. The student is not required to complete instructional assignments.
  5. *Home Class Model* - The student participates in regular classroom opening and closing activities.
  6. *Pull-out (Resource) Model* - Special education staff provide instruction and support to the student outside the regular classroom, as needed.
  7. *Nonacademic Model* - The student participates in regular class activities in the areas of art, music, and physical education.
  8. *Mainstreaming Model* - The student takes part in activities in the regular class as long as he or she demonstrates an acceptable level of performance and behavior.
  9. *Self-contained Model* - The students stay in special education classroom 100% of the school day.

- C. In an IEP meeting, the intended regular educators, special educators and support personnel shall be involved as partners in the planning and implementation for inclusion. The following factors will be considered to ensure successful inclusion:
  - 1. Volunteer Teacher
  - 2. Administrative Support
  - 3. Problem solving Program
  - 4. Pre-inclusion In servicing
  - 5. Flexibility
  - 6. Structured Learning Environment
  - 7. Same Behavioral Expectations For All Students
  - 8. Positive Role Model for Parents, Faculty, and Students
- D. The determination of class size with fully included students shall take into consideration any extraordinary demands on physical space, teacher contact, and/or teacher supervision.
- E. The District has not and does not require unit members to perform medical procedures, toileting, and/or pushing of wheelchairs of students.
- F. Unit members shall not be asked, but may choose to volunteer to be trained to perform medical procedures on students, toileting, and/or pushing wheelchairs. The unit member who performs such tasks does so without setting precedent or causing prejudice to future negotiations.

ARTICLE 10

*SAFETY CONDITIONS OF EMPLOYMENT/MEDICAL PROCEDURES*

- A. Whenever a unit member is attacked, assaulted, or physically threatened by a pupil, it shall be the duty of that member, and the duty of any person under whose direction or supervision such unit member is assigned in the District who has knowledge of the incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. (E.C. 44014)
- B. Unit members may use reasonable lawful force under the circumstances in order to defend themselves against an assault or battery which occurs within the scope of employment. The unit member shall report in writing any such incident to the immediate supervisor within a 24-hour period. The immediate supervisor shall provide the unit member periodic reports of any corrective action taken to remedy the circumstances surrounding the incident.
- C. The District has not and does not require unit members to perform medical procedures, toileting, and/or pushing of wheelchairs of students.
- D. Unit members shall not be asked, but may choose to volunteer to be trained to perform medical procedures on students, toileting, and/or pushing wheelchairs. The unit member who performs such tasks does so without setting precedent or causing prejudice to future negotiations.



ARTICLE 11  
LEAVES

Unit members shall be granted the following leaves in conformance with the California State Education Code and supplemented by rules and regulations within the authority granted to the Board of Trustees, and as stated herein:

A. DEFINITIONS

- 1. Differential Pay: The amount paid to a Unit Member once sick leave has been exhausted. The Unit Member shall have deducted from their salaries either the amount paid to substitute teachers, or the amount which would have been paid a substitute teacher if employed.
- 2. Differential Leave: For a period of five (5) months per incident/accident, the Unit Member shall have deducted from their salaries either the amount paid to substitute teachers, or the amount which would have been paid a substitute teacher if employed.

B. SICK AND PREGNANCY LEAVES

- 1. Accumulated Sick Leave: Every unit member employed full-time shall be entitled to twelve (12) days leave of absence for illness or injury for each school year of service, exclusive of days service is not required, and such leave shall be accumulative without limit. A unit member employed less than full-time shall receive sick leave in proportion to the length of his/her service year. A unit member may utilize sick leave in the following increments: ¼ day – 1.5 hours, ½ day – 3 hours, ¾ day – 4.5 hours, full day – 6 hours. When time requested does not fall into one of the above time frames the amount deducted from the sick leave will be rounded to the nearest increment.
- 2. Leave of Absence for Illness or Accident: Unit Members absent for illness or accident beyond the number of accumulated days of sick leave, shall be placed on differential leave. For a period of five (5) months or less, per incident/accident, the Unit Member shall have deducted from their salaries either the amount paid to substitute teachers, or the amount which would have been paid a substitute teacher if employed. (Education Code Section 44977)
- 3. Pregnancy Leaves: Sick leave may be utilized by any unit member for illness from pregnancy, miscarriage, childbirth and recovery there from. A leave of absence shall be granted to any unit member required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including the date on which the leave shall commence, and the date on which the member shall resume duties, shall be determined by the unit member and the member’s physician. An additional 12 weeks may be requested for baby bonding by either parent at any time within the first twelve months of the child’s life. Once sick leave has been exhausted, the Unit Member will receive differential pay. (Education Code Section 44977.5)

- 1           4. Proof of Illness or Injury: A unit member may be required to present a  
2           medical doctor’s affidavit verifying the personal illness or injury and/or a  
3           medical authorization to return to work. Such verification may also be required  
4           by the District for just cause.
  
- 5           5. Compensation Adjustments: Unit members receiving payments from the  
6           State Compensation Insurance Fund for time lost due to injury shall have  
7           deducted from their monthly salary an amount equal to the insurance  
8           compensation. Upon termination of the industrial accident or illness leave, the  
9           unit member may use his/her sick leave, or illness leave of absence, provided  
10          that if the member continues to receive temporary disability indemnity, he/she  
11          may only receive compensation which added to his/her disability indemnity,  
12          will result in payment to him/her of not more than his/her full salary.
  
- 13          6. Adoption Leave: Unit members may use up to ten consecutive sick leave days  
14          or the amount of time required by the adoption agency, commencing with the  
15          receipt of an adopted minor in a legal adoption process, for a home adjustment  
16          period. If more than ten days are used the additional days shall be deducted  
17          from the Unit Member’s sick leave. 12 weeks may be requested for child  
18          bonding by either parent at any time within the first twelve months of adoption.  
19          Once sick leave has been exhausted, the Unit Member will receive differential  
20          pay. (Education Code Section 44977.5)
  
- 21          7. Education Code 44977.5 will be followed by the District in accordance with  
22          Assembly Bill 375 Maternity/Paternity leave.
  
- 23          C. FAMILY MEDICAL LEAVE ACT: (FMLA The district shall follow regulations  
24          regarding FMLA.
  
- 25          D. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE: Unit members may utilize the  
26          industrial accident or illness leave pursuant to the following conditions and  
27          limitations.
  - 28               1. The industrial accident or illness must have arisen out of and in the course of  
29               employment of the unit member, and must be accepted as such by the District’s  
30               carrier.
  - 31               2. Allowable leave for each industrial accident or illness shall not exceed sixty  
32               (60) service days.
  - 33               3. Allowable leave for industrial accident or illness shall not be accumulated from  
34               year to year.
  - 35               4. The industrial accident or illness leave shall commence on the first day of  
36               absence.
  - 37               5. Industrial accident or illness leave shall be reduced by one (1) day for each day  
38               of authorized absence regardless of a temporary disability indemnity award.

- 1           6. When an industrial accident or illness leave overlaps into the next fiscal year,  
2           the unit member shall be entitled to only the amount of unused leave due  
3           him/her for the same illness or injury.
  
- 4           7. During any paid leave of absence, the unit member may endorse to the District  
5           the temporary disability indemnity checks received on account of his/her  
6           industrial accident or illness. The District, in turn, shall issue the unit member's  
7           salary and shall deduct normal retirement and other authorized contributions.  
8           Should the unit member elect to retain his/her indemnity check, the District  
9           shall reduce the appropriate salary warrant by the amount of the indemnity  
10          check.
  
- 11          8. Any unit member receiving benefits as a result of these rules and regulations,  
12          shall, during the period of injury or illness, remain within the State of  
13          California, unless the Governing Board authorizes travel outside the State.
  
- 14          E. PERSONAL NECESSITY LEAVE: A unit member may elect to use seven  
15          (7) days of his/her accumulated sick leave each service year in cases of personal  
16          necessity. Conditions governing personal necessity are as follows:
  - 17           1. Advance permission shall not be required when leaves are taken for the  
18           following reasons:
    - 19           a. Death or serious illness of a member of the unit member's immediate family  
20           (immediate family is defined under Bereavement Leave).
    - 21           b. Accident, involving the unit member's person or property, or the person or  
22           property of a member of his/her immediate family. NOTE: The District  
23           should be notified when reasonably possible to permit arrangements for  
24           substitutes.
    - 25           c. Inability to reach the work site because of natural disasters or other  
26           circumstances clearly beyond the control of the unit member.
  - 27           2. Advance notification to the District shall be required, whenever possible, for  
28           personal necessity leave for any of the following reasons:
    - 29           a. Appearance in court as a litigant, witness or accompanying a minor of the  
30           immediate family under an official order. The unit member shall furnish  
31           evidence of the court appearance to his/her immediate supervisor who shall  
32           attach it to the unit member's absence report.
    - 33           b. To attend meetings and court dates required by a legal adoption process.
    - 34           c. Doctor or dental appointment of the unit member or member of the  
35           immediate family.
    - 36           d. Illness of a member of the immediate family and/or necessary care of a  
37           significant relative.

- 1 i. (Immediate family, as used in paragraphs 1b and 2a, b, c, and d in this
- 2 subsection, is defined as persons residing in the unit member’s household.)
- 3 e. Religious holiday or observance of the unit member’s faith which cannot be
- 4 conducted outside of regular working hours.
- 5 f. Attendance at a funeral service when such attendance causes the unit
- 6 member to be absent during the working day.
- 7 g. Under extraordinary circumstances, a unit member may request additional
- 8 Personal Necessity days, which may be approved at the discretion of the
- 9 Superintendent or designee. Additional Personal Necessity days will be
- 10 deducted from accumulated sick leave.

11 3. Leave in Case of Compelling Personal Importance: Compelling Personal

12 Importance (CPI) is when the unit member has no other choice except to take

13 the leave during the contracted day. The unit member is not required to provide

14 the reason. Five days of personal necessity leave may be designated each school

year for cases of Compelling Personal Importance. A Unit Member shall accrue

CPI days not to exceed 10. If a Unit Member has accrued 10 CPI days then the

remainder will be converted back to the sick leave balance. No more than five CPI

days shall be used consecutively. CPI days that are not used remain a part of the unit

member's accumulated sick days the following year.

15 Note: The supervisor shall be notified as early as possible in order to permit

16 arrangements for substitutes.

17 4. Written or other proof of the reasons given for all personal necessity leaves

18 except cases of compelling personal importance, shall be presented to the

19 District when requested.

20 F. BEREAVEMENT LEAVE: Unit members are entitled to a leave of absence, not to

21 exceed five (5) days on account of the death of any member of his/her immediate family

to include a miscarriage. This leave is in addition to all other leaves. Immediate family

means: Spouse, registered domestic partner, parent, child, son-in-law, daughter-in-law,

brother, sister, mother-in-law, father-in-law, grandparents of unit member or spouse,

grandchild of unit member or spouse, brother-in-law, sister-in-law, brother and sister of

22 your parent, children of your brother or sister or any person who lives or has lived with

23 the unit member for a minimum of three (3) consecutive years.

24 G. UNPAID LEAVE:

- 25 1. A tenured Unit Member with five (5) years or more in the District may request
- 26 an unpaid leave of absence for up to one (1) year.
- 27 2. The leave of absence does not count as a year towards seniority.

- 1           3. The Unit Member does not retain his/her position at their school site.
- 2           4. The Unit Member is guaranteed a position in the District upon return.
- 3           5. All compensation and benefits cease during the leave of absence.

4       H. JURY DUTY:

- 5           1. Unit members called to jury duty shall submit a request for a substitute as early
- 6           as possible.
- 7           2. Unit members on jury service shall submit a statement certified by the court
- 8           clerk which indicates the date and time actually served.

9       I. MILITARY LEAVE:

- 10          1. In addition to the benefits provided pursuant to Sections 395.01 and 395.02 of
- 11          the Military and Veterans Code, any employee of a school district who, as a
- 12          member of the California National Guard or a United States Military Reserve
- 13          organization, is called into active military duty, may receive, on approval of the
- 14          governing board of the school district, the benefits provided for in subdivision
- 15          (b).
- 16          2. Any employee to which subdivision (a) applies, while on active duty, may
- 17          receive from the school employer, for a period not to exceed 180 calendar days,
- 18          as part of his or her compensation, all of the following:
  - 19           a. The difference between the amount of his or her military pay and
  - 20           allowances and the amount the employee would have received as an
  - 21           employee, including any merit raises that would otherwise have been
  - 22           granted during the time the individual was on active military duty.
  - 23           b. All benefits that he or she would have received had he or she not been called
  - 24           to active military duty unless the benefits are prohibited or limited by
  - 25           vendor contracts.
- 26          3. The credential of a certificated employee may not become invalid for failure
- 27          to renew while the employee, as a member of the California National Guard or
- 28          a United States Military Reserve organization, is on active military duty. A
- 29          certificated employee shall have a period of 120 days after the end of his or
- 30          her active military duty to renew the credential. (CA Ed. Code Section 44018)

ARTICLE 12  
*BENEFITS*

- A. Unit members with full-time assignments shall receive benefits as follows:

<u>TYPE</u>	<u>COVERS</u>	<u>PAID BY</u>
Medical	Employees & Dependents	District
Vision	Employees & Dependents	District
Dental	Employees & Dependents	District
Life	Employee Only	District

- B. The District and Association agree that Unit Members will receive medical benefits through Self-Insured Schools of California.
- C. Part-time unit members will receive a pro rata share of the District contribution for benefits based on the same percentage of full-time used for salary calculation purposes (also see Article 15 – Section E).
- D. The District and Association agree to meet, review and modify, if necessary, the benefit programs included herein.
- E. All unit members shall be required to participate in the health insurance plan unless qualified to relinquish benefits to a job share partner.
- F. Couples (defined as spouses or registered domestic partners), both employed fulltime by the Victor Elementary School District, and eligible for benefits, who chose to have one-unit member opt out of the medical insurance benefit in the 2020-2021 school year will be grandfathered into the opt-out provision below. No new opt-outs will be allowed beginning July 1, 2021.
- G. The remaining language pertains only to those who are grandfathered: One-unit member will become the primary and carry the medical insurance and the other unit member will be a dependent. This opportunity will be offered on a first come, first served basis and will be limited to 10% of all covered members in the Victor Elementary School District. Unit members, who choose to receive only one medical insurance benefit package per couple, shall receive a stipend of \$2,500 per eligible unit member paid tenthly. The District shall continue to pay the dental, vision and life insurance benefits for the unit member opting out of medical insurance. Eligible couples must make an annual decision to opt out of the District-paid medical insurance program during the open enrollment period. Unit members who opt-out will have the opportunity to re-enroll during the annual open enrollment period or under the following circumstances:

1. Termination of eligibility under another plan
2. Involuntary termination of another plan
3. Cessation of the other unit member's contribution for coverage
4. Death of a spouse or partner
5. Divorce or termination of the domestic partnership
6. A court order that states unit member must provide medical coverage for an eligible spouse, domestic partner or eligible child(ren).

The District agrees to pay the stipend of \$2,500 to the unit member who opts out of the medical insurance. The difference between the stipend and the unit member's premium will be placed in a special fund to offset the cost of all medical health premiums for the following year.

G. Retiree benefits

1. Unit members who retire between the ages of 55 and 65 and have 10 years of service with the District shall be eligible for the same medical insurance as provided to active unit members. Medical insurance coverage for the retiree and spouse will be extended until age 65 or until the retiree is eligible for Medicare, whichever occurs first.
2. Unit members who retire prior to the age of 55 and have 10 years of service with the District shall be eligible for the same medical insurance as provided to active unit members. Medical insurance coverage for retiree and spouse will begin at retirement for a maximum of 10 years or until the retiree is eligible for Medicare, whichever occurs first.
3. If the medical benefit plan design and/or providers change for active unit members so will the coverage change for retirees. In the event of the retiree's death, this medical coverage for the spouse will cease.
4. This agreement provision will be reviewed annually to determine its financial feasibility.

1 ARTICLE 13  
2 COMPENSATION

3 Unit members shall be paid in accordance with the following and the salary schedule shown in  
4 Appendix C to this agreement.

5 A. DEFINITION OF CLASSES (SEE APPROPRIATE SALARY SCHEDULE)

- 6 1. Class A Bachelor's Degree Intern or Emergency Status  
7 2. Class B Bachelor's Degree and Preliminary Credential  
8 3. Class C Bachelor's Degree plus 30 approved semester units  
9 4. Class D Bachelor's Degree plus 45 approved semester units or Master's  
10 Degree  
11 5. Class E Bachelor's Degree plus 60 approved semester units or Master's  
12 Degree plus 15 approved units

13 B. STEP STATUS

- 14 1. Full-time positions: Unit members employed for 75% or more of a school year  
15 shall advance one step on the salary schedule for each year so employed  
16 following original placement.  
17 2. Unit members shall be maintained on their proper salary schedule step  
18 placement in accordance with this article.

19 C. APPLICATION OF THE SALARY SCHEDULE

- 20 1. Unit members shall be paid in accordance with the officially ratified salary  
21 schedule.  
22 2. Unit members with full-time assignments who are employed an entire service  
23 day and year shall be paid the annual salary which corresponds to their  
24 placement on the salary schedule.  
25 3. Unit members with full-time assignments who are employed less than the  
26 contract stipulated service year shall be paid a pro rata amount of their annual  
27 salary based on a percent of the employed service year.  
28 4. Unit member's salary schedule placement shall be determined from documents  
29 and records submitted to the Superintendent for employment and salary  
30 classification purposes. Correction of errors in classification is possible after  
31 such errors are discovered.



- 1 D. CONTRACTS: Contracts for unit members shall be written on the basis of the  
2 contract stipulated service day and year or a portion thereof for part-time assignments.
- 3 E. CREDIT FOR PRIOR SERVICE: Unit members new to the District shall be  
4 allowed up to ten (10) years full credit for contract experience out of the District on a  
5 year for year basis with maximum placement for salary purposes on the eleventh step of  
6 the appropriate class on the schedule. This may include up to three (3) years of military  
experience. Credit for prior service shall not be used to calculate longevity increments.
- 7 1. If a unit member has taught seventy-five percent (75%) of the service year,  
8 credit shall be given for one year of experience. If the unit member has taught  
9 less than 75% of the service year, no credit shall be given. Prior service credit  
10 may include three years of military service providing the individual was  
11 employed and a bargaining unit member in the District before entering the  
12 service.  
13
- 14 2. No prior service credit shall be allowed for experience secured more than  
ten (10) years prior to date of employment. No prior service credit shall be allowed  
for experience secured in a private or parochial school. (This provision shall  
not be retroactive.)
- 15 3. All new unit members entering the District shall submit evidence of training by  
16 transcript, diploma, or other satisfactory documents and also submit letters  
17 verifying experience elsewhere for assignment and salary schedule placement  
18 purposes.
- 19 a. The burden of proof of training, experience, possession of credential and  
20 other required documents shall lie with the unit member.
- 21 b. When sufficient evidence is not available for proper assignment or salary  
22 schedule placement, the unit member shall supply the necessary evidence  
23 upon request of the District.

1 F. TRANSFERRING FROM ONE CLASSIFICATION TO A HIGHER  
2 CLASSIFICATION:

3 1. Salary Schedule Placement

- 4 a. Approved courses for column movement shall be upper division or  
5 graduate level from an accredited college or university; identified  
6 student/district needs or any course required to complete an advanced  
7 degree or credential. (Spanish may be taken at an undergraduate level.)
- 8 1) The base program is comprised of reading, writing, and math.  
9 2) The presently identified District's needs are classroom management,  
10 home-school relationships, interpersonal relationships, character  
11 development, Spanish, and science.  
12 3) An advanced degree or credential programs shall relate to  
13 education.  
14 4) Units that are appropriate to a specialized position (i.e. counselor,  
15 speech, technology, reading specialist, APE, music) held by a unit  
16 member may be applied to column movement.

17 2. Procedure

- 18 a. Anyone who has a question of whether a course will qualify may request  
19 review by Assistant Superintendent, Personnel Services.
- 20 b. If the course is not approved, the unit member may submit an appeal to  
21 the Coursework Review Committee.
- 22 1) The committee shall consist of one person appointed by the District,  
23 one person appointed by the Association, and a third mutually  
24 agreed upon by both participants.
- 25 2) The majority decision of the Coursework Review Committee shall  
26 be final.
- 27 c. Unit members qualifying for a higher salary classification shall be  
28 transferred to the higher classification at the beginning of the following  
29 school year. No transfer shall be made to a higher classification after  
30 January 15 except to correct errors. Unit members qualifying for a  
31 higher classification shall submit evidence before September 1 or  
January 15, to make such transfer effective for the current year, retroactive to  
July 1, for year-round.
- 32 d. Since classification is based on semester units, the conversion from  
33 quarter units is done by multiplying the quarter units by .667 to obtain  
34 the semester unit equivalent. No re-classification is possible with less  
35 than the full number of required semester units.

1           G.    ADDITIONAL COMPENSATION

- 2                   1.    Summer School, Intervention, Off Calendar Staff Development and Home  
3                    Schooling: Unit members teaching Summer School, Intervention classes,  
4                    District or site planned off calendar staff development days and/or Home  
5                    Schooling outside of the service day/year shall be paid an hourly rate of sixty  
6                    (\$60).
- 7                   2.    Split Classes: Unit members who are assigned students from another  
8                    classroom in lieu of the District hiring a substitute shall be paid a proportionate  
9                    share of the daily substitute rate.
- 10                  3.    Extra Duties: Through site-based decision making, Article 4 B.2 or Article  
11                  4 B.3, sites shall have the right to pay for projects and/or planning done  
12                  outside of the service day/year from site funds at an hourly rate of \$60  
13                  (sixty). Sites will annually determine which additional duties outside of the  
14                  school day will be paid and the parameters of those duties as defined under  
15                  site based decision making.
- 16                  4.    Induction Coach Selection, Assignment & Compensation: The District voluntarily  
17                  provides coaches in order to ensure Unit Members are able to complete the  
18                  requirements for a Clear credential. The District may or may not continue to participate  
19                  in the induction program should the cost of the program become prohibitive.  
20                  Additionally, if the program requirements change or the program no longer exists, the  
21                  District reserves the right to no longer provide coaches.
- 22                           a.    Posting:
- 23                                   1)    The District will post annually in May-June for 1 week to establish a  
24                                   pool of interested Unit Members.
- 25                                   2)    The posting will include the time commitment, approximate number  
26                                   of coaches needed per grade level, amount of stipend, any and all  
27                                   program requirements, and coach assignment criteria.
- 28                           b.    Letter of Interest:
- 29                                   1)    Unit Members will submit a letter of interest indicating grade levels  
30                                   taught, interest in having one or two inductees to coach, site and  
31                                   grade level assignment for coming year, and other necessary  
32                                   information as designated in posting.
- 33                                   2)    Coaches whose one or two-year term is expiring and want to  
34                                   continue as a coach in the following school year must submit a letter  
35                                   of interest.

- 1 c. Selection Process:
- 2 1) New Unit Members interested in coaching will be interviewed by a
- 3 panel established by Personnel. The panel will include a
- 4 representative appointed by VETA.
- 5 2) All selected new coaches and returning coaches will be considered
- 6 for assignments for the coming year.
- 7 3) Coach assignments will be based upon the required matching of
- 8 credentials and grade level experience.
- 9 4) Best match for the needs of inductee to include consideration of on-
- 10 site assignment
- 11 5) Inductees will be distributed to coaches as equitably as possible with
- 12 a maximum of two per coach.
- 13 d. Coach Expectations:
- 14 1) Unit Member will comply with all induction program requirements.
- 15 2) Coaches will go to the inductee's site for meetings or to a mutually
- 16 determined location in the inductee's best interest.
- 17 3) The District will monitor the progress of induction program
- 18 completion.
- 19 e. Stipend
- 20 1) Coaches shall receive a stipend of \$2,500 per inductee assigned, to
- 21 be paid at the completion of the assignment on the July pay warrant.
- 22 2) If a coach does not finish a full year or all requirements are not met,
- 23 the stipend will be prorated accordingly.

ARTICLE 14  
*ASSOCIATION DUES DEDUCTIONS*

- A. The District will deduct Association membership dues as notified by the Association.
- B. Such deduction shall be made only upon submission of the Association form to the designated representative of the District.
- C. The District shall not be obligated to put into effect any new deduction until the pay period commencing fifteen (15) days or more after such submission.
- D. The VETA president or his/her designee shall notify in writing any change in membership for unit members.
- E. With respect to all sums deducted by the District for membership dues, the District agrees to remit such monies promptly as directed by the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- F. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

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ARTICLE 15 - A  
JOB SHARE PARTNERSHIPS

A. DEFINITIONS:

1. Job share partnership - More than one Unit member shares a full time assignment.
2. Participants – May be permanent, probationary, or newly hired Unit Member.

B. ASSIGNMENT:

1. Entering a job share partnership:
  - a. Unit members who choose to participate in a job share partnership shall submit a written proposal to their supervisor requesting a job share partnership at their current site by the end of the first week of April. If the supervisor approves the job share then the selection process for the job share partner will be mutually agreed upon by the site supervisor or the Assistant Superintendent of Personnel and the teacher initiating the job share. The District reserves the right to honor or reject the request and to limit the number of job share partnerships at each site.
  - b. Permanent, probationary, or newly hired Unit Members may voluntarily accept a job share partnership when the District offers such an assignment.
  - c. Job share partnerships shall be reviewed on an annual basis.
2. Exiting a job share partnership
  - a. Job share partnerships shall be reviewed on an annual basis. The District/Supervisor or the Unit Member may cancel the job share partnership, effective at the end of the current school year. Notice to end the job share partnership for the ensuing year shall be no later than four weeks prior to the last day of school.
  - b. If a job share partnership is cancelled then the following conditions will apply;
    - 1) The person who was originally in the assignment prior to the job share partnership will remain in that assignment if the job share partnership is dissolved. If there are no openings at the job share site for the Unit Member who is displaced, the Unit Member will be subject to the Involuntary Transfer Process (Article 7) and district seniority will not be considered in this circumstance.

- 1                                    2) When a job share partnership is created with two Unit Members at
- 2                                    the same site, in the same grade level; district seniority applies to
- 3                                    who will remain in the assignment. If there are no openings at the
- 4                                    job share site for the Unit Member who is displaced, the Unit
- 5                                    Member will be subject to the Involuntary Transfer Process (Article
- 6                                    7) and district seniority will not be considered in this
- 7                                    circumstance.
  
- 8                                    c. Any Unit Member in a job share partnership as of September 2009,
- 9                                    reserves the right back to a full-time position.
  
- 10                                  d. Unit Members entering into a job share partnership after September
- 11                                  2009 may only return to a full-time position if there are positions
- 12                                  available.
  
- 13                                  e. Probationary unit members placed in a job share partnership who work
- 14                                  less than seventy-five percent (75%) of the contract days in a year shall
- 15                                  not receive credit in that year towards permanent status.

16                    3. Assignment to Combination Class

- 17                    a. A Job Share Partnership, in which two probationary teachers share a
- 18                    position, shall be included in the combination grade level rotation after
- 19                    two years.
  
- 20                    b. A Job Share Partnership that pairs a probationary and permanent teacher
- 21                    shall be included in the combination grade level rotation.

22                    c. EVALUATION

- 23                    1. Evaluation of a probationary unit member in job share partnership of less than
- 24                    75% shall consist of two (2) observations per year for two (2) years and one
- 25                    (1) observation thereafter.
  
- 26                    2. Unit members in job share partnership of 75% or more will be evaluated in
- 27                    accordance with Article 9 (Evaluation).

28                    d. LEAVES

- 29                    1. A unit member employed less than full-time shall receive sick leave in
- 30                    proportion to the length of his/her service year.
  
- 31                    2. Adoption leave, Industrial Accident and Bereavement Leave are granted to all
- 32                    employees without prorating days.

33                    e. BENEFITS

- 34                    1. For teachers who form a job share partnership, the District will fund one benefit
- 35                    package which entails medical, vision, dental, and life insurance coverage.
- 36                    The partners must agree on how to share the benefit package based on the

1 following options:

2 a. If both partners want medical coverage:

3 The total annual medical premium will be divided based upon the  
4 percentage that each person works, and applied to medical insurance. The  
5 employees are required to pay the remainder.

6 b. If only one partner wants medical insurance:

7 Providing he/she can provide proof of current medical insurance from  
8 another source, one partner may relinquish all medical insurance coverage  
9 to the other partner or may choose to retain vision, and/or dental, and/or  
10 life insurance.

11 c. If both partners want vision, and/or dental, and/or life insurance coverage:

12 The vision, dental, and life insurance premiums will be divided based  
13 upon the percentage that each person works, and applied to the vision,  
14 dental and life insurance premiums. The employees are required to pay  
15 the remainder.

16 d. If only one partner wants vision, and/or dental, and/or life insurance  
17 coverage: One partner may relinquish all or part of the insurance coverage  
18 to the other partner.

19 e. Options for benefit packages must be reviewed and agreed upon annually  
20 by both parties in the job share partnership. The High Desert  
21 Employee/Employer Trust has the right to limit the number of job share  
22 partners who decline coverage. Existing partnerships will have priority to  
23 decline coverage followed by new partnerships in the order in which their  
24 paperwork is submitted to the District.

25 2. The above arrangements will be terminated if our insurance provider will no  
26 longer allow it.

27 F. COMPENSATION

28 1. Unit members serving in a job share partnership shall be paid a pro rata  
29 amount of their annual salary based on the percent of the service day/year  
30 employed.

31 2. Unit members employed for 75% or more of a full-time assignment, based on  
32 a percent of the service day/year shall advance one step on the salary schedule  
33 for each year so employed.

34 3. Unit members employed for less than 75% of a full-time assignment shall  
35 advance one step on the salary schedule the year after the equivalent of 75%  
36 or more of a service year has been accumulated.



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ARTICLE 15- B  
PART-TIME ASSIGNMENT

A. DEFINITIONS:

1. Part-time assignment - A unit member works less than full-time, 186 days.
2. Participants - May be permanent, probationary, or a newly hired Unit Member.

B. ASSIGNMENT:

1. Part-time assignment of a full-time unit member:
  - a. Unit members who choose to participate in a part-time assignment shall submit a written proposal to their supervisor. To apply for a part-time assignment at another site, see Article 7 – Transfer. Transfer interviews for part-time assignments will be held, but may be scheduled prior to the normal transfer timeline. The District reserves the right to honor or reject the request and to limit the number of part-time assignments at each site.
  - b. Full-time unit members may voluntarily accept a part-time assignment when the District offers such an assignment. The assignment shall be for a specified period of time.
  - c. Part-time assignments shall be reviewed on an annual basis. The District or the unit member may cancel the part-time assignment, effective at the end of the current school year. Notice to end part-time assignments for the ensuing year(s) shall be no later than four weeks prior to the last day of school.
  - d. Unit members entering into a part-time position may only return to a full-time position if there are positions available.
2. Part-time assignment of newly hired unit members:
  - a. The District may place newly hired unit member in a part-time assignment applied for as such. The assignment shall be for a specified period of time.
  - b. The District may place a newly hired unit member in a full time assignment when the part-time assignment has concluded.
  - c. A probationary unit member placed in a part-time assignment who work less than seventy-five percent (75%) of the contract days in a year shall not receive credit in that year towards permanent status.

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C. EVALUATION

- 1. Evaluation of a probationary unit member in a part-time assignment of less than 75% shall consist of two (2) observations per year for two (2) years and one (1) observation thereafter.
- 2. A unit member in a part-time assignment of 75% or more will be evaluated in accordance with Article 9.

D. LEAVES

- 1. A unit member employed less than full-time shall receive sick leave in proportion to the length of his/her service year.
- 2. Adoption leave, Industrial Accident or Illness, and Bereavement Leave are granted to all employees without prorating days.

E. BENEFITS

- 1. Single Assignment: A part time Unit Member working in a single assignment shall receive a pro rata share of the District's total contribution for all benefits based upon the same percentage used for salary calculation purposes. That money will go towards payment of the medical benefit premium, and the employee is required to pay the remainder.

F. COMPENSATION

- 1. A Unit member serving in a part-time assignment shall be paid a pro rata amount of their annual salary based on the percent of the service day/year employed.
- 2. A Unit member employed for 75% or more of a full-time assignment, based on a percent of the service day/year shall advance one step on the salary schedule for each year so employed.
- 3. A Unit member employed for less than 75% of a full-time assignment shall advance one step on the salary schedule the year after the equivalent of 75% or more of a service year has been accumulated.

ARTICLE 16  
*EVALUATION*

A. Unit Members shall be evaluated in accordance with this article. These provisions constitute the procedures to be utilized for the performance evaluation and assessment of certificated employees as set forth in the California Education Code. (E.C. 44660, et. seq.)

B. The performance evaluation will be based on the following areas (California Standards for the Teaching Profession, 2009):

(Teachers)

1. Engaging and supporting all students in learning.
2. Creating and maintaining effective environments for student learning.
3. Understanding and organizing subject matter for student learning.
4. Planning instruction and designing learning experiences for all students.
5. Assessing students for learning by using past performance data from multiple measures (including the progress of students towards the Board's established standards of expected pupil achievement at each grade level in each area of study and state adopted academic content standards measured by state-adopted criterion-referenced assessments, if applicable.) This past performance data shall not include the use of publishers' norms established by standardized tests. (E.C. 44662, Stull Act)
6. Developing as a Professional Educator.

(Nurses)

1. Engaging and supporting all students in learning.
2. Creating and maintaining effective environments for student learning.
3. Understanding and organizing access to health information and health care for the school community.
4. Planning and providing for continuity of coordinated school health services program.
5. Assessing student health.
6. Developing as a health professional.

C. Unit Member's evaluation shall be derived from the following:

(Teachers)

1. Formal classroom observation(s) or Alternative Performance Evaluation.
2. Performance of professional duties and responsibilities as described in the Unit Member Job Descriptions (See Appendix D).
3. Informal walk-throughs. Any concerns observed in an informal walk-through are shared in a timely manner, opportunity for improvement is provided, and supports for improvement are offered.

(Nurses)

1. Formal observations in settings applicable to nursing (trainings, presentations, IEPs, 504s, vision/hearing screenings, or health care plan meetings with families).
2. Performance of professional duties and responsibilities in the Unit Member Job Descriptions (See Appendix D).
3. Informal walk-throughs. Any concerns observed in an informal walk-through are shared in a timely manner, opportunity for improvement is provided, and supports for improvement are offered.

D. Observation procedure:

1. The Supervisor will notify a Unit Member if it is his/her evaluation year within the first three weeks of the school year utilizing the Evaluation Notification Form generated from Personnel (See Appendix C).
2. The Evaluator and the Unit Member will mutually determine observation date and time within the established timeline.
3. The Unit Member will complete Section I, Pre-Planning, of the Observation Planning Sheet and send to the Evaluator at least one day prior to the collaborative observation planning meeting (See Appendix C).
4. The Evaluator/Evaluated collaboratively complete Section II of the Observation Planning Sheet by identifying element(s) of focus for standard(s).
5. The Evaluated creates lesson plan and submits to Evaluator within one week prior to the observation.
6. Evaluator approves the submitted lesson plan. An optional meeting to clarify or adjust lesson plan may be scheduled.
7. The post observation conference shall occur as soon as possible, but no later than five working days following the observation.
8. The Evaluator will email the completed Certificated Evaluation to the Unit Member requesting a read receipt for acknowledgement (See Appendix C).

E. Timeline

1. Probationary 0- and 1-Unit Members shall have three (3) formal observations each year and a summative evaluation (See Appendix C).
2. Probationary 2 Unit Members shall have two (2) formal observations and a summative evaluation (See Appendix C).
3. Permanent Unit Members:

- a. Shall have one (1) formal observation and a summative evaluation every other year, beginning with the first year of permanency.
  - b. With five (5) years of experience in the District, a clear credential, and a satisfactory evaluation, may participate in the Alternative Performance Evaluation.
  - c. With ten (10) years of experience in the District, may maintain a two-year evaluation cycle (traditional or alternative) or choose to participate in a five-year cycle if they have met standards in all areas evaluated the year prior (Ed Code 44664).
    - (1) In order to participate, the Unit Member must have completed at least ten (10) years in the District at the date of the Unit Member’s last summative.
4. Evaluation of a probationary Unit Member in a part-time assignment of less than 75% shall consist of two (2) formal observations per year for two (2) years and one (1) formal observation thereafter.
5. Timeline dates for formal evaluations including post conferences:

<b><u>Probationary 0 &amp; 1:</u></b>	<b><u>Traditional</u></b>
Observation #1	By end of November
Observation #2	By end of January
Observation #3	By end of March
Summative	By end of May
<b><u>Probationary 2:</u></b>	
Observation #1	By end of October
Observation #2	By end of December
Summative	By end of February
<b><u>Permanent:</u></b>	
Observation	By end of February
Summative	By end of April

6. Changes to the established timeline must be made by mutual agreement. Both the Evaluator and Evaluatee shall sign a statement to that effect. This statement shall also contain the amended timeline.

## Improvement Plans

7. If a Unit Member is placed on an improvement plan the Evaluator shall provide direction and assistance. Assistance shall be provided on the Certificated Evaluation form under the Specific Recommendations Made to Employee for Improving Performance section and include, but not limited to, the following (See Appendix C):
  - a. Identification of the standard(s) and focus element(s).
  - b. Directions and/or suggestions to improve and suggested timeline.
  - c. Recommended resource(s).
8. The Evaluator shall provide written comments on the Certificated Evaluation form regarding the Unit Member's progress in meeting standards in the identified area(s) within established timelines (See Appendix C).

## F. Summative Evaluation

1. In preparing the Summative Evaluation for placement in the Unit Member's personnel file, the Evaluator shall rely upon data collected through formal classroom observations, evaluation conferences, informal walk-throughs, and performance of professional duties and responsibilities as described in the Unit Member Job Descriptions (See Appendix D). Value Added Measures and publishers' norms established by standardized tests shall not be used. Any deficiencies noted on the observation section of the Certificated Evaluation form and corrected within the evaluation period, shall not be included in the Summative Evaluation section.
2. A probationary Unit Member who is on an improvement plan when the Summative Evaluation is written, shall receive a rating consistent with the most recent observation noted on the Certificated Evaluation form.
3. A permanent Unit Member who receives a rating of *Does Not Meet Performance Standards* on his/her observation and is on an improvement plan may have his/her Summative Evaluation extended to the following school year in order to allow the Unit Member time to make necessary improvements. When a Summative Evaluation has been extended, a formal observation will be done the following year prior to the Summative Evaluation.
4. A permanent Unit Member who receives a rating of *Does Not Meet Performance Standards* shall be annually evaluated until standards are met as required in Ed. Code 44664 (a) (1).
5. A permanent Unit Member who *Does Not Meet Performance Standards* on the Summative Evaluation shall be offered assistance to foster improvement as required in Ed. Code 44664 (b).

## Alternative Performance Evaluation

### 6. Purpose

We recognize the power of self-directed reflective learning. Therefore, the purpose of the Alternative Performance Evaluation is to empower the Unit Member to become a lifelong learner. The goal(s) of the evaluation will be the responsibility of the Unit Member with the mutual consent of the immediate supervisor.

### 7. Eligibility

This option is open to a Unit Member with permanent status in the District, with at least five years of teaching experience in the District and a clear credential.

### 8. Process

- a. The Supervisor will notify a Unit Member if it is his/her evaluation year within the first three weeks of the school year utilizing the Evaluation Notification form generated from Personnel (See Appendix C).
- b. The Unit Member will indicate on the Evaluation Notification form that he/she will complete an Alternative Performance Evaluation in lieu of the formal evaluation process by the end of the first full month of school.
- c. The Unit Member will complete the Alternative Performance Evaluation Project Plan, identifying one or more goals to improve his/her expertise; these may be multi-year goal(s) in dialogue with the supervisor. The goal(s) must be mutually agreed upon. The Unit Member may work as an individual or with a partner or group (See Appendix C-7).

The Unit Member's plan may include any of the following suggestions:

- (1) Readings such as articles and books
  - (2) Professional coaching
  - (3) Research
  - (4) Graduate courses
  - (5) Workshops/conferences
  - (6) Interviews/surveys
  - (7) Visitations/observations
  - (8) Other activities as determined by the Unit Member
- d. The Unit Member and Supervisor will meet to review and discuss the mutually agreed upon goal(s), of the Alternative Evaluation Project Plan. The final plan must be submitted to the Supervisor by November 1 (See Appendix C-7).

- e. During the scheduled mid-year progress conference to be held on or before February 1, the Unit Member and Supervisor will review progress to date. The Unit Member will provide artifacts to document progress. The Unit Member and Supervisor will mutually determine whether the Unit Member will continue with the Alternative Performance Evaluation Project Plan. If not continuing, the Unit Member will have a formal observation and summative evaluation following the timelines in Article 16.
- f. The Unit Member will complete a summary of the project which will include accomplishments, applications, and conclusions and meet with his/her supervisor by May 1 (See Appendix C-7).
- g. A summative evaluation meeting with the Unit Member and Supervisor will be held no later than one week prior to the last day of school.
- h. Changes to the established timeline must be made by mutual agreement. Both the Evaluator and Evaluatee shall sign a statement to that effect. This statement shall also contain the amended timeline.
- i. The Supervisor will make informal walk-throughs to ensure the California Standards for the Teaching Profession (CSTP) (See Appendix E) are being met. Any concerns observed in an informal walk-through are shared in a timely manner, opportunity for improvement is provided, and supports for improvement are offered.

9. Timeline

a. One Year Project

Notification of Evaluation Year	Within first three weeks of school year
Unit Member selects Alternative Performance Evaluation	By end of first full calendar month of school
Unit Member completes the Alternative Performance Evaluation Project Plan and meets with Supervisor	By November 1
Mid-Year Progress Conference	By February 1
Summary of Project Meeting	By May 1



Two Year Project

Notification of Evaluation Year	Within first three weeks of school year
Unit Member selects Alternative Performance Evaluation	By end of first full calendar month of school
Unit Member completes the Alternative Performance Evaluation Project Plan and meets with Supervisor	By November 1
Mid-Year Progress Conference	By February 1
End of Year Project Update	By May 1
Year 2 Mid-Year Progress Conference	By February 1
Summary of Project Meeting	By May 1

- b. Unit Member completes Summary of Project Section, which includes accomplishments, applications, and conclusions (See Appendix C-7).
- c. The Alternative Performance Evaluation Project Plan/Summative Evaluation will be placed in the Unit Member's personnel file (See Appendix C-7).

G. Five-Year Evaluation Cycle

1. A Unit Member may maintain a 2-year evaluation cycle (traditional or alternative) or choose to participate in a 5-year cycle. In order to participate in the 5-year cycle, the Unit Member must have met standards in all areas evaluated the year prior and completed at least ten (10) years in the District at the date of the Unit Member's last summative.
2. If a Unit Member elects to participate in a 5-year evaluation cycle, the Unit Member will be required to participate in annual staff development of his/her choice, for example but not limited to:
  - a. Individual/Group Book Studies
  - b. PENS visit
  - c. In-house training opportunities
  - d. Outside District conferences
3. Staff development will be monitored by the Unit Member. Activities shall be completed by the end of the school year to apply to that year. The Unit Member will provide documentation of staff development upon request. Any staff development activities that occur over the summer shall be applicable to the following year. If the Unit Member does not complete the annual staff development component, the Unit Member will return to the 2-year evaluation cycle.

5. The decision to withdraw from the 5-year evaluation cycle may be decided by either party and must be done so in writing by the summative deadline of the current year. If a Unit Member returns to the 2-year evaluation cycle, the first evaluation will occur the year immediately following withdrawal of consent.
  - a. If the administrator chooses to withdraw the Unit Member from the 5-year evaluation cycle, the Unit Member will be notified in writing which will include the specific performance standard(s) of concern (California Standards for the Teaching Profession).
  - b. If the Unit Member chooses to withdraw during the 5-year evaluation cycle, he/she will submit in writing to his/her administrator his/her decision to re-enter into the 2-year evaluation cycle.

#### H Receipt of Reports

Unit Member shall use “Read, Receipt, Sent” and/or sign the Certificated Evaluation form to indicate receipt. The Unit Member shall sign the completed Certificated Evaluation form and receive a copy. Employee signature does not necessarily indicate agreement. The Unit Member has the right to attach a written response to the Certificated Evaluation prior to July 1 of the current school year (See Appendix C). Such response shall be attached to the evaluation in the Unit Member's personnel file.

#### I Grievability

Grievances shall be strictly limited to alleged violations of the procedures enumerated in this Article. In no event shall a grievance be filed under this article contesting the content of the Unit Member's evaluation (See Appendix A).

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ARTICLE 17  
*PERSONNEL FILES*

- A. Personnel files shall be single file for each unit member. Personnel files shall be kept in the District Personnel Office.
1. Unit members, upon request, shall have the right to inspect and obtain a copy (by paying actual reproduction costs) of the said unit member's personnel file material that may serve as a basis for affecting the status of employment of the unit member. Such inspection shall be at a time when the unit member is not required to render services.
  2. Authorization for access to a unit member's personnel file must be obtained from either the Superintendent, a personnel administrator, or the unit member.
  3. Materials not accessible for inspection by a unit member or their representative include reports and records obtained by the District prior to the person's employment, materials prepared by identifiable examination committee members, or which were obtained in connection with a promotional examination.
  4. The District shall keep a log in the unit member's personnel file indicating the persons who have requested to examine the personnel file as well as the dates such requests were made.
- B. Information of a derogatory nature or written intermediate discipline (letters of reprimand) shall not be entered or filed into a unit member's personnel file unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to information of a derogatory nature, their own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- C. Pursuant to Code of Regulations, Title V, personnel records are classified as Class I Permanent Records. Negative or derogatory information which is four years old or more shall not be used as a primary charge in a notice to suspend or dismiss.

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ARTICLE 18  
GRIEVANCES

A. PURPOSE: The purpose of a grievance procedure is to process a claim of grievance and to secure, at the administrative level closest to the aggrieved, solutions to problems which may, from time to time arise affecting working conditions as set forth in this Agreement. This grievance procedure shall not be construed as in any way hindering, discouraging or denying the settlement of complaints outside the structure of the grievance procedure. An action to challenge application(s) of board policies, administrative directives, rules or procedures over matters not contained in this Agreement are not grievances under the provisions of this Article and shall be undertaken pursuant to Board Policy.

B. DEFINITIONS:

1. Grievance: A grievance is a claim by a grievant of a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.

2. Grievant: A grievant is the unit member or Association making the claim.

3. Immediate Supervisor: The immediate supervisor is the management employee having authority over the unit member.

4. Day: A day is defined as a service day. If the grievant has a continuous break of five (5) or more normal work days during the time frames referred to in Section C, the definition of a day reverts to a day when the District Office is open for business beginning with the next work day.

C. PROCEDURE:

1. Informal Level

a. Informal Conference: A grievant shall attempt to resolve an alleged Agreement violation through an informal conference with the immediate supervisor.

b. Notification Conference: If the alleged violation is not resolved to the satisfaction of the grievant, the grievant will meet with the immediate supervisor to attempt final resolution of the alleged violation and/or notify the supervisor of the grievant's intent to begin the formal level timeline.

1 c. If the alleged violation is not resolved to the satisfaction of the  
2 grievant, the grievant has twenty (20) days to submit a grievance to  
3 Formal Level 1, commencing with the Notification Conference.

4 2. Formal Level I

5 a. If the informal grievance has not been resolved to the satisfaction  
6 of the grievant, within twenty (20) days, the grievant must present  
7 such grievance in writing on the Certificated Grievant Form shown  
8 in Appendix A to the superintendent or designee. This statement  
9 shall be a clear, concise description of the alleged violation, the  
10 specific articles(s) and section(s), the circumstances involved, and  
11 the specific remedy sought. A meeting between the grievant and  
12 superintendent or designee will be held within five (5) days after  
13 receipt of the Certificated Grievance Form. The  
14 superintendent/designee shall deliver a written decision to the  
15 grievant within ten (10) days after receiving the grievance. Time  
16 limits may be extended by mutual written consent of both parties.

17 b. If the grievant or the Association is not satisfied with the decision  
18 after Level I, the grievant may, within ten (10) days, submit a  
19 written request for mediation of the grievance to the Association.

20 3. Level II - Mediation:

21 a. The Association, within five (5) days, may submit to the California  
22 State Conciliation Service a written request for the immediate  
23 services of a mediator.

24 b. The function of the mediator shall be to assist the parties to achieve  
25 a mutually satisfactory resolution to the grievance. The mediator  
26 shall schedule a mutually agreed upon time for the purpose of  
27 resolving the matter.

28 c. If a satisfactory resolution is achieved, both parties to the  
29 grievances shall sign a written statement to that effect, and thus  
30 waive the right of either party to further appeal the grievance.

31 d. The mediation step may be waived by mutual consent of the  
32 parties. If no agreement is reached within ten (10) days following  
33 the first meeting with the mediator, the grievance may be appealed  
34 to the next level.

35 e. Only the terms of settlements may be revealed. The terms of  
36 offers or statements made during mediation or discussions may not  
37 be used in subsequent steps.

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4. Level III - Arbitration
- a. If the grievance is not resolved at Level II, the Association may submit the grievance to arbitration. The Association shall notify the Superintendent in writing within twenty (20) days after receipt of the request from the grievant that the grievance has been submitted for arbitration.
  - b. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) days, a joint request shall be made to the California State Mediation Service requesting that list of seven arbitrators be submitted.
  - c. The Association and the District shall alternately strike names until one name remains. The remaining name shall be the name of the selected arbitrator.
  - d. The fees and expenses of the arbitrator ordered by the arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the incurring party.
  - e. The grievant and the Association representative shall be given release time to present the grievance in the arbitration hearing.
  - f. Unit member witnesses shall be provided release time to testify. Repetitive testimony shall be limited to two (2) unit members.
  - g. Arbitration hearings shall be conducted in accordance with the following provisions of this article. Board members may attend arbitration hearings as observers with notification to the Association prior to the day of the hearing. All arbitration hearings shall be held within the District.
  - h. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).
  - i. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
  - j. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
  - k. The arbitrator's award may include financial reimbursement or other proper remedy, except fines, damages, or penalties.

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1. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and resolution to the precise issue(s) submitted. The decision of the arbitrator shall be final and binding and will be submitted to the Board of Trustees and the Association.
  
5. Appropriate Form: Appropriate grievance form are those set forth in Appendix A.
  
6. Grievance Termination: When a grievance has been filed by a unit member(s), the grievant(s) may terminate the grievance at any time by giving written notice to the Superintendent or designee. Failure of a grievant to comply with time limits, or to follow the established procedures shall be deemed a termination of the grievance.
  
7. Meetings: Level I conference will take place as soon after the end of the student day as practical. Another time may be arranged by mutual consent of the District and the grievant.
  
8. Responsibility:
  - a. While a grievance is being processed, the grievant shall continue to perform duties as directed by Administration.
  - b. No reprisal of any kind will be taken by the District against a grievant(s) or any other participant(s) in the grievance procedure by reason of such participation.
  
9. Assistance:
  - a. The grievant(s) is entitled to representation by the Association at any level of the procedure.
  - b. Either or both parties may have one (1) person in attendance at an informal conference and two (2) persons in attendance at Level I. More persons may attend by mutual consent of both parties.
  - c. When a grievant represents his/herself in a Level I (or beyond) the District shall submit to the Association a copy of any proposed resolution. The resolution shall not be final without Association approval.

ARTICLE 19  
*INTERMEDIATE DISCIPLINE*

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- 3       A. Discipline is defined as verbal reprimand, written reprimand, and suspension with  
4       pay or without pay. Violation of law, this agreement, Board policy, or administrative  
5       rules and regulations may result in employee discipline.
- 6       B. Routine conversations with a supervisor and/or review of expectations are not  
7       considered disciplinary in nature. However, continued failure to fulfill duties and  
8       responsibilities may lead to disciplinary action.
- 9       C. Unit members have the right to representation at meetings that are disciplinary or  
10      that the unit member reasonably believes will result in discipline.

11               The unit member shall be advised, prior to the disciplinary meeting, that he/she is  
12               entitled to have a representative present. A unit member who chooses not to have  
13               representation during the disciplinary meeting shall sign a statement to that effect. A  
14               copy of such statement shall be provided to the Association in the event an allegation  
15               is made by the unit member against the Association for non-representation.

- 16      D. Progressive discipline shall be followed in cases of disciplinary action. The  
17      following steps shall be utilized:

- 18               1. Verbal Reprimand  
19               2. Written reprimand  
20               3. A recommendation for suspension. The recommendation shall be reviewed by  
21               the Superintendent who shall have sole authority to suspend.

- 22      E. The following procedures shall apply when, in the judgment of the supervisor, a unit  
23      member has committed an act or an omission that justifies recommending  
24      suspension to the Superintendent.

- 25               1. A written recommendation for suspension, a copy of which will be given to the  
26               unit member and the Association, will be forwarded to the Superintendent.
- 27               2. The Superintendent shall review the recommendation for suspension and discuss  
28               the matter with the unit member or, if requested by the unit member, with the  
29               unit member and an Association representative. The unit member shall be given  
30               an opportunity to respond to the allegations and to comment on the intended  
31               disposition.
- 32               3. The Superintendent shall give the unit member written notice of his/her final  
33               decision within ten (10) working days from the receipt of the recommendation to  
34               suspend. The notice shall contain:
- 35                       a. A statement of the charge(s).  
36                       b. A statement of the law, agreement, policy, rule, or regulation violated.  
37                       c. A statement of the action to be taken.



- 1                   4. The notice of decision shall be served upon the unit member personally and the  
2                   unit member shall sign and date a receipt or the notice shall be sent by U.S.  
3                   certified mail, addressed to the unit member at the most current known address.
- 4                   F. Unit members may not grieve oral and written reprimands. If a unit member  
5                   initiates a grievance in connection with a suspension, the grievance will start at  
6                   Level I.
- 7                   G. In cases of serious misconduct, lower levels of progressive discipline may be  
8                   bypassed. Serious misconduct shall include willful, egregious, or  
deliberate violation of District policy or other significant employment standards.

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ARTICLE 20  
*CITIZEN COMPLAINTS*

- A. A complaint is defined as a written or verbal statement by a citizen alleging an inappropriate action by a unit member that may require a formal investigation and may result in disciplinary action of the Unit Member.
- B. Every effort should be made to resolve a complaint at the earliest possible stage.
- C. Citizen complaints against unit members, if deemed necessary, shall be processed as follows:
1. The Superintendent designee/immediate supervisor shall notify the involved unit member of any citizen complaint within five (5) service days of its receipt and before initiating an investigation. Such complaint shall be forwarded to the unit member by the Superintendent designee/immediate supervisor and shall identify the name of the complainant and the nature of the complaint.
  2. The Superintendent designee/immediate supervisor shall investigate the complaint within ten (10) service days, providing the unit member every opportunity for explanation comment and presentation of facts as a basis for assessment and possible resolution, and/or to refute accusations and investigation findings, including dismissal of the complaint if deemed to be untrue. The unit member may request that the complainant be present at a meeting during this investigation period. Attendance at the meeting by the complainant shall be by the complainant's own choice. No more than 5 working days after the investigation is concluded the unit member will be informed of the results. Changes to the established timeline must be made by mutual agreement.
  3. After completion of the initial investigation, the involved unit member(s) may request review of the Superintendent designee/immediate supervisor's assessment and possible resolution of the complaint by the Superintendent. The Superintendent may respond based on a review of the existing record or, at his/her discretion, request additional evidence. Such additional evidence may include scheduling a meeting with the complainant and/or the involved unit member and Association representative for the purpose of obtaining supplemental facts and clarifying issues. The Board may elect to review the complaint.

- 1                   4. Complaints found to be true may be used as a basis for disciplinary  
2                    action. Unit members have the right to representation at meetings that  
3                    are disciplinary or that the unit member reasonably believes will result  
4                    in discipline. The unit member shall be notified before the disciplinary  
5                    meeting of the right to representation.
  
- 6                   5. Complaints which are withdrawn, found to be false, or are not  
7                    sustained by the grievance procedure (if grieved) shall neither be  
8                    placed in the unit member's personnel file nor utilized in any  
9                    evaluation or disciplinary action against the unit member.

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ARTICLE 21  
*CONCERTED ACTIVITIES*

- A. It is agreed and understood that there will be no strike, work stoppage or other refusals to fully and faithfully perform job functions or responsibilities by the Association or by its officers, agents or members during the term of this Agreement.
  
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.

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ARTICLE 22  
*COMPLETION OF MEET AND NEGOTIATION*

- A. This agreement between Victor Elementary School District and Victor Elementary Teachers Association is effective from July 1, 2022 to June 30, 2025.
- B. The District and the Association have agreed to meet and negotiate at least once per year and when mutually agreed upon.
- C. Should the agreement expire, both parties agree to follow the agreement until new language has been ratified and school board approved.

ARTICLE 23  
*SAVINGS PROVISION*

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

VICTOR ELEMENTARY SCHOOL DISTRICT  
CERTIFICATED GRIEVANCE FORM

Grievant(s): \_\_\_\_\_ Representing: \_\_\_\_\_  
(Individual or Association)

Work Location: \_\_\_\_\_ Supervisor: \_\_\_\_\_

\* \* \* \* \* **INFORMAL LEVEL** \* \* \* \* \*

1. Alleged Violation of Agreement: Specific Article(s) and Section(s)  
\_\_\_\_\_  
\_\_\_\_\_

2. Date(s) of Occurrence: \_\_\_\_\_

3. Description of Alleged Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_

5. Summary of efforts to resolve at Informal Level: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Date of Notification Conference: \_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

\* \* \* \* \* **FORMAL LEVEL** \* \* \* \* \*

Disposition of Superintendent or Designee

Date submitted to Level I: \_\_\_\_\_

Date of Level I Conference: \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

Signature of Superintendent/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

\* \* \* \* \*

**Level II – Mediation**

Request is hereby made to jointly submit this grievance for mediation by California State Conciliation Service

\_\_\_\_\_  
President, Victor Elementary Teachers Association Date

\* \* \* \* \*

**Level III - Arbitration**

Request is hereby made to jointly submit this grievance for binding arbitration in accordance with the terms of the negotiated agreement.

\_\_\_\_\_  
President, Victor Elementary Teachers Association Date

COPY TO GRIEVANT, ASSOCIATION PRESIDENT AND GRIEVANCE FILE

# *VESD Procedures for Reaching Consensus*

## **STAGE 1: Understand the Proposal**

- 1.1 State the Proposal**
- 1.2 Clarify the Proposal**
- 1.3 State Concerns**
- 1.4 1<sup>st</sup> Call for Consensus**

### **1.1 State the Proposal**

The proposal is presented to each member in written form when necessary. The proposal may be presented by an individual or a group. If possible, the presenter will distribute a draft of the proposal prior to the meeting and will agendize the proposal for discussion.

### **1.2 Clarify the Proposal**

The facilitator opens the floor for clarifying questions. The purpose is to ensure that group members have a clear and common understanding of what is being proposed. This is a time to clarify the proposal, not to raise objections or concerns about its merits, impact, or effects.

### **1.3 State Concerns**

Once the group is satisfied that the proposal is clearly understood, the facilitator asks if anyone has any legitimate concerns. Legitimate concerns are possible consequences of the proposal that might adversely affect the group or that are in conflict with the purpose and values of the group.

It is imperative to allow ample time to receive responses from all who wish to share. One obstacle to overcome in reaching group consensus is to ensure that individuals do not feel that their ideas, opinions, or perspectives are discounted because others are more aggressive or outspoken. The facilitator must create an environment in which people are encouraged to share their opinions and perspectives.

It is the responsibility of those who are having trouble with a proposal to put forth alternative suggestions to reconcile concerns or provide other opinions.

### **1.4 1<sup>st</sup> Call for Consensus**

When there are no stated concerns, the facilitator says "Do we have any more concerns?" (long pause) Upon hearing no more stated concerns, the facilitator says, "We have reached consensus."



## **STAGE 2: Resolve Concerns**

- 2.1 List All Concerns**
- 2.2 Discussion to Resolve Concerns**
- 2.3 2<sup>nd</sup> Call for Consensus**
- 2.4 Evaluate Group Purpose and Values**
- 2.5 3<sup>rd</sup> Call for Consensus**
- 2.6 Evaluate Individual Motives**
- 2.7 Final Call for Consensus**

### **2.1 List All Concerns**

If concerns are stated, the facilitator and the recorder should try to distill each one into a short phrase. A recorder should write these summations in full view of the group. Group members should assist in summarizing stated concerns.

Writing concerns on a chalkboard or flip chart page helps the group to focus on the concern, not the presenter or the person stating the concern. The facilitator can use this process to build group cohesion, consensus, and team spirit by reminding the group of the distinction between legitimate and personal concerns. The facilitator might ask the group to validate each concern as it is presented by asking the question: "Might this be a legitimate concern?" Again, it is imperative that ample time be allowed in order to ensure participation by all persons.

#### **Avoid Repeating Concerns**

Members may want to clarify concerns, but should refrain from repeating concerns already listed on the board. There is a tendency (a holdover from our voting processes) to repeat or second a concern in order to give it more weight with the group. There is also a tendency (a holdover of our advocacy or competitive processes) to lobby a concern by repeating it or rephrasing it in several different ways. No concern needs to be repeated or seconded.

Once all the concerns are listed, it is useful to spend time having the group look over all of the concerns as a whole. They can then check for duplication, clarity, and wording to ensure that they have a list of unique concerns.

After the group has finished listing its concerns, the facilitator can judge how close to consensus the proposal is. If the concerns are many and the time short, the proposal may be continued to a later meeting.

If time permits, the group members must now put their heads together and attempt to integrate the concerns into the proposal. Rather than thinking competitively to either pass or reject the idea, the group seeks consensus by thinking cooperatively.

### **2.2 Discussion to Resolye Concerns**

The proposal is explained or changed to address concerns. The presenter has first option to resolve the listed concerns by using one of the following techniques:

- ◆ Withdraw proposal.
- ◆ Clarify the proposal.
- ◆ Change the proposal.
- ◆ Send to subgroup.
- ◆ Explain why the proposal as stated is not in conflict with the group's values.
- ◆ See if those with concerns will stand aside.

### **Cross Through Concerns**

If those stating concerns are satisfied with the presenter's explanation of, or changes to the proposal, they indicate so by having the concerns on the board crossed through. Other group members may assist the presenter in resolving concerns.

While some claim consensus cannot work in large groups, others argue that consensus becomes more likely the larger the group gets: the more minds, the better the odds someone will come up with a perfect solution.

Resolving concerns is a creative process with a goal to produce the best possible decision. Often a best decision is finding a third way; something in between the typical either/or, right/wrong, or black/white mind-set.

### **Send Proposal to Subgroup**

This subgroup could be an existing subgroup or an ad hoc committee established for the purpose of working on the proposal. The subgroups will bring the proposal back in a form that addresses the concerns as outlined.

### **Withdraw Proposal**

Presenters may withdraw the proposal from further consideration and allow the group to proceed at any point from this stage on.

### **Stand Aside**

Group members stand aside when they have concerns about a proposal, but they can live with it. Standing aside signals that the person feels his or her concern has been heard, understood, and considered, although not necessarily accepted, by the group in its final decision.

Standing aside does not remove the concern from the list. If decisions are made that include the stand asides, the appropriate concerns should be recorded with the proposal.

## **2.3 2<sup>nd</sup> Call for Consensus**

If all the concerns listed have been resolved, the facilitator asks, "Are there any unresolved or other concerns?" (long pause) If there are none, the facilitator announces, "Then, if there are no unresolved concerns, we have consensus."

## **2.4 Evaluate Group Purpose and Values**

If listed concerns have been adequately discussed and remain unresolved, and concerned members are unwilling to stand aside, the facilitator moves the group to a new level of resolution in which it examines the nature of the concerns. At this level, the discussion moves beyond the impersonal evaluation of the proposal and of listed concerns to probe group purpose and values.

The group needs to assess how the proposal and unresolved concerns support or conflict with the school mission and site plan, District Beliefs, and Parameters.

- ◆ Is it legal?
- ◆ Is it doable?
- ◆ Does it solve the problem without creating another?
- ◆ Does it meet the school's interest?

### **2.5 3<sup>rd</sup> Call for Consensus**

Once the unresolved concerns are scrutinized in light of the school mission and site plan, District Beliefs, and Parameters, the facilitator will identify one of the following conclusions:

1. The member(s) withdraws the concern based on the group purpose evaluation.  
"Reached Consensus"
2. The concerned member(s) stands aside.  
"Reached Consensus." Concerns listed in the minutes.
3. The member(s) is not willing to withdraw the concern or stand aside.  
Noted by the minutes taken. "Impasse"

In the first case, the facilitator announces that the group has reached consensus. In the second case, the facilitator announces that the group has reached consensus, and the recorder notes the concern in the minutes. In the third case, the remaining concern is noted by the recorder. However, having reached the third conclusion, the facilitator may note that the group is still at an impasse. It is time for the next level of evaluation.

### **2.6 Evaluate Individual Motives**

This is a time for self-reflection when everyone's feelings need to be considered. Group Rules are still in effect. The facilitator asks the group to read the following paragraph in 2.6.

At this point, any further impasse is most likely due to personal dynamics, vested interests, or philosophical view point, not group purpose. Concerns based on ego or vested interests originate with the question: "What is best for me and mine?" rather than "What is best for the group?" While vested concerns are often phrased in terms of strategy or issues, there are underlying tensions about authority, rights, personality conflicts, competition, lack of trust, or philosophical viewpoints. Most likely, these kinds of concerns won't be resolved in a business meeting or work session. Trust is a prerequisite to the consensus process.

### **2.7 Final Call for Consensus**

The facilitator asks, "Are there any unresolved concerns?" (long pause) If there are none, the facilitator announces, "If there are no unresolved concerns, then we have consensus." If any concerns remain, the facilitator moves to Stage 3.

## **Stage 3: Closing**

### **3.1 Conduct Supermajority Vote**

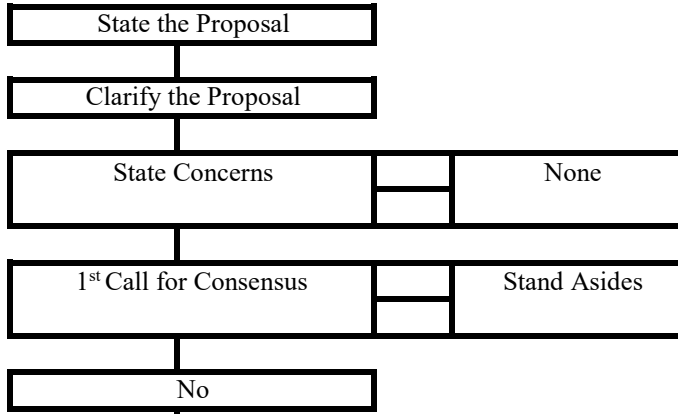
We have outlined a very thorough process for reaching consensus. Groups need to give themselves the time necessary to go through this penetrating and painstaking process.

Some groups will reach consensus without moving very far down the flow chart. Groups with solid agreements, good subgroup work on proposals, and ego detachment will breeze through faster than you can say, "The ayes have it!"

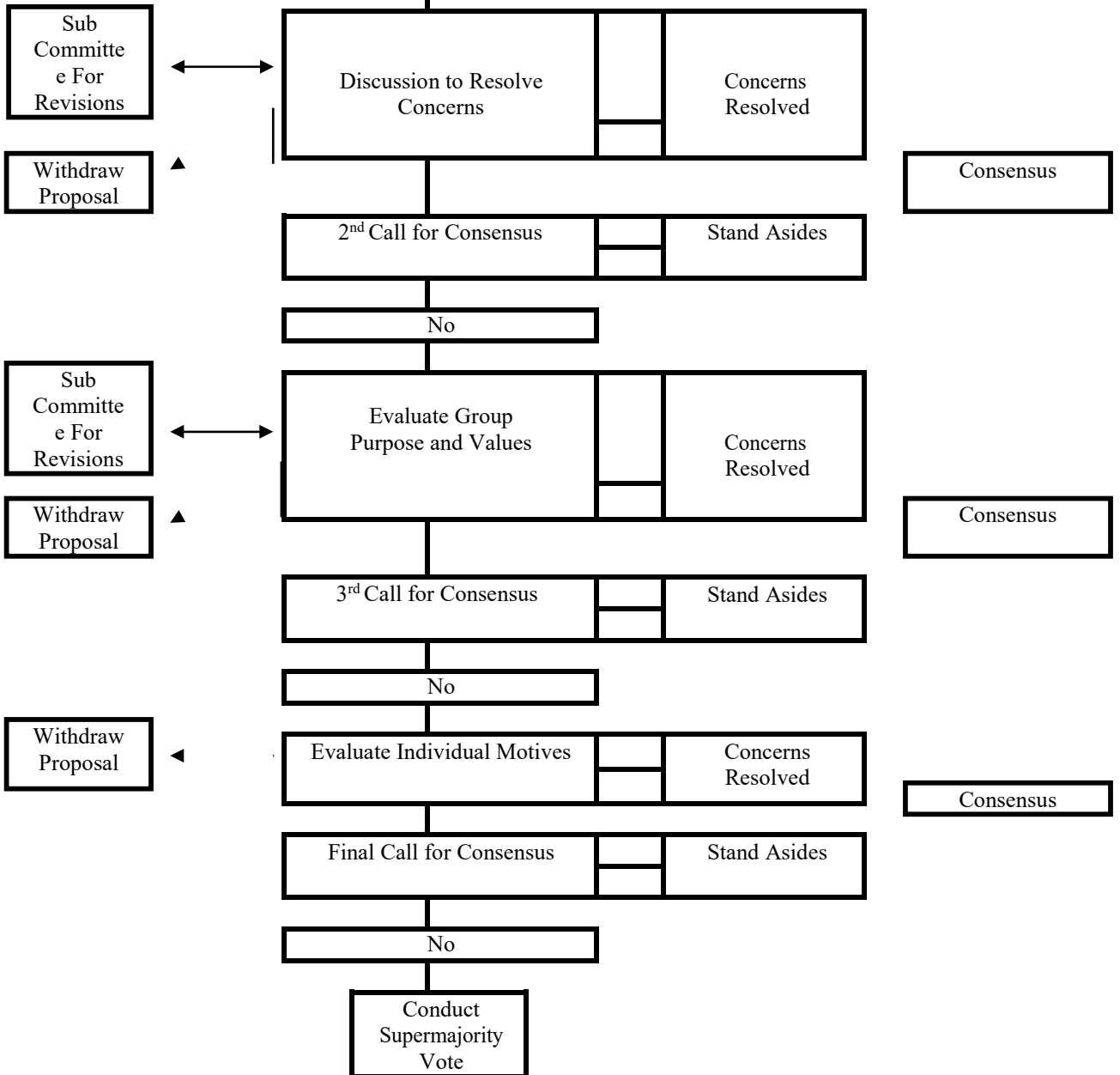
It is possible to structure a vote to close the decision. It has been argued that a simple majority vote is more democratic than a hung jury consensus. In trying to avoid the "Tyranny of the Majority," we do not embrace the "Tyranny of the Minority." A vote requiring a 90 percent majority for passage will approximate consensus. When possible, this vote will take place at the following week's staff meeting. All unresolved concerns will be noted in the final decision. A supermajority vote will be considered a last resort and time will be allowed for everyone to come to a careful decision.

# Consensus Process Flow Chart

**Stage 1:  
Understand the Proposal**



**Stage 2:  
Resolve Concerns**



**Stage 3:  
Closing**



# EVALUATION NOTIFICATION

**Date: 8/5/2022**

RE: Evaluation – Article 16

Name: «FIRST» «LAST»

Status: «TYPE»

Site: «LOCATION»

District Experience: « DIST EXP» YEARS

Cycle: «CYCLE»

«CERT\_LAST\_EV  
Last Evaluation: AL»

This is just a reminder that you are scheduled for an evaluation in the 2015/2016 school year. Based on either your status or your eligibility to select, your evaluation schedule will be:

«CERTIFICATED EVALUATION TYPE»

### **ALTERNATIVE PERFORMANCE EVALUATION OPTION (Article 16 – H):**

If you choose to complete an alternative performance evaluation check box below and return to Supervisor by the end of the first full month of school. The Alternative Performance Project Plan (Appendix D-7) needs to be completed and reviewed with Supervisor by November 1. If you did not submit your plan for the alternative performance evaluation by the deadline, you will be scheduled for a traditional observation.

I wish to complete an Alternative Performance Evaluation. I have permanent status in the District with at least 5 years' experience, a Clear Credential and met all standards on my last evaluation.

Evaluator Signature \_\_\_\_\_ Date: \_\_\_\_\_

Evaluatee Signature \_\_\_\_\_ Date: \_\_\_\_\_



### Certificated Evaluation Observation Planning Sheet

School Year: \_\_\_\_\_  
Evaluatee: \_\_\_\_\_  
School: \_\_\_\_\_

Observation:  1       2       3  
Evaluator: \_\_\_\_\_  
Position/Assignment: \_\_\_\_\_

**Section I: Pre-Planning:** Please complete this section prior to the collaborative observation planning meeting. Brainstorm and note your initial ideas for formulating your observation lesson. **Standards: Please use California Standards for the Teaching Profession (2009).**

<http://www.ctc.ca.gov/educator-prep/standards/CSTP-2009.pdf>

Subject(s):	Unit/Lesson:	Date:
Where are you in the unit:		
Common Core State Standards Covered:		
Teacher Focus Area(s):		

**Certificated Evaluation**  
Observation Planning Sheet

**Section II: Collaborative Observation Planning:** This section is to be completed collaboratively in a meeting with the evaluatee and evaluator to discuss the standards and what will be demonstrated in the lesson. *There are information balloons that can be used for guidance as you reflect on each standard.* <http://www.ctc.ca.gov/educator-prep/standards/CSTP-2009.pdf>

Please check the element(s) of focus to be observed for standard(s).

**Standard 1:<sup>[1]</sup> Engaging and Supporting All Students in Learning:**

- 1.1 Using knowledge of students to engage them in learning.
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
- 1.3 Connecting subject matter to meaningful, real-life contexts.
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection.
- 1.6 Monitoring student learning and adjusting instruction while teaching.

**Standard 2:<sup>[2]</sup> Creating and Maintaining Effective Environments for Student Learning:**

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage, constructive and productive interactions among students.
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior.
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
- 2.7 Using instructional time to optimize learning.

**Standard 3:<sup>[3]</sup> Understanding and Organizing Subject Matter for Student Learning:**

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter.
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter.
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.



**Certificated Evaluation**  
Observation Planning Sheet

**Standard 4:[14] Planning Instruction and Designing Learning Experiences for All Students:**

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
- 4.2 Establishing and articulating goals for student learning.
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

**Standard 5:[15] Assessing Students for Learning:**

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
- 5.4 Using assessment data [including state-adopted criterion-referenced assessments] to establish learning goals and to plan, differentiate, and modify instruction.
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress.
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

**Standard 6:[16] Developing as a Professional Educator:**

- 6.1 Reflecting on teaching practice in support of student learning.
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
- 6.4 Working with families to support student learning.
- 6.5 Engaging local communities in support of the instructional program.
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

\_\_\_\_/\_\_\_\_/\_\_\_\_ Date Observation Plan emailed by Evaluator

\_\_\_\_/\_\_\_\_/\_\_\_\_ Date Read Receipt Acknowledged by Evaluatee

Date plan approved: \_\_\_\_\_



### Certificated Evaluation

Probationary 0

Probationary I

School Year: \_\_\_\_\_ Date: Obs 1: \_\_\_\_\_ Obs 2: \_\_\_\_\_ Obs 3: \_\_\_\_\_ Summ: \_\_\_\_\_

Evaluatee: \_\_\_\_\_ Evaluator: \_\_\_\_\_

School: \_\_\_\_\_ Position/Assignment: \_\_\_\_\_

*Observation #1 - Ongoing Observations from // to //*

*Observation #2 - Ongoing Observations from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ Observation*

*#3 - Ongoing Observations from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ Summative - Ongoing*

*Observations from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_*

### TEACHER PERFORMANCE AREAS

1. Engaging and supporting all students in learning	Observation 1	Observation 2	Observation 3	Summative
<i>Comments Observation 1:</i>				
<i>Comments Observation 2:</i>				
<i>Comments Observation 3:</i>				
<i>Comments Summative:</i>				
2. Creating and maintaining effective environments for student learning	Observation 1	Observation 2	Observation 3	Summative
<i>Comments Observation 1:</i>				
<i>Comments Observation 2:</i>				
<i>Comments Observation 3:</i>				
<i>Comments Summative:</i>				
3. Understanding and organizing subject matter for student learning.	Observation 1	Observation 2	Observation 3	Summative
<i>Comments Observation 1:</i>				
<i>Comments Observation 2:</i>				
<i>Comments Observation 3:</i>				

<b>Comments Summative:</b>				
4. Planning instruction and designing learning experiences for all students.	Observation 1	Observation 2	Observation 3	Summative
<b>Comments Observation 1:</b>				
<b>Comments Observation 2:</b>				
<b>Comments Observation 3:</b>				
<b>Comments Summative:</b>				
5. Assessing students for learning.	Observation 1	Observation 2	Observation 3	Summative
<b>Comments Observation 1:</b>				
<b>Comments Observation 2:</b>				
<b>Comments Observation 3:</b>				
<b>Comments Summative:</b>				
6. Developing as a professional educator.	Observation 1	Observation 2	Observation 3	Summative
<b>Comments Observation 1:</b>				
<b>Comments Observation 2:</b>				
<b>Comments Observation 3:</b>				

**Comments Summative:**

**Commendations:**

**Specific Recommendations Made to Employee for Improving Performance** (required for any employee who is not meeting performance standard in any area): The evaluator and evaluatee shall develop an improvement plan following the evaluation addressing those areas needing improvement.

**Standards Met**

**Standards Not Met**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Date Observation 1 emailed by Evaluator**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Date Read Receipt Acknowledged by Evaluatee**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Date Observation 2 emailed by Evaluator**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Date Read Receipt Acknowledged by Evaluatee**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Date Observation 3 emailed by Evaluator**

\_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Date Read Receipt Acknowledged by Evaluatee**

**Employee's Acknowledgment:**

Employee's signature indicates employee has received a copy of this cumulative evaluation report containing \_\_\_\_\_ pages. Employee's signature does not necessarily indicate agreement. The employee has the right to attach a written response to this final summative evaluation prior to July 1<sup>st</sup> of the current school year.

Evaluatee's Signature: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

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



## Certificated Evaluation Probationary 2

School Year: \_\_\_\_\_ Date: Obs 1: \_\_\_\_\_ Obs 2: \_\_\_\_\_ Summ: \_\_\_\_\_  
Evaluatee: \_\_\_\_\_ Evaluator: \_\_\_\_\_  
School: \_\_\_\_\_ Position/Assignment: \_\_\_\_\_

*Observation #1 - Ongoing Observations from // to //*  
*Observation #2 - Ongoing Observations from / / / to / / / Summative*  
*- Ongoing Observations from / / / to / / /*

### TEACHER PERFORMANCE AREAS

1. Engaging and supporting all students in learning	Observation 1	Observation 2	Summative
<i>Comments Observation 1:</i>			
<i>Comments Observation 2:</i>			
<i>Comments Summative:</i>			
2. Creating and maintaining effective environments for student learning	Observation 1	Observation 2	Summative
<i>Comments Observation 1:</i>			
<i>Comments Observation 2:</i>			
<i>Comments Summative:</i>			
3. Understanding and organizing subject matter for student learning.	Observation 1	Observation 2	Summative
<i>Comments Observation 1:</i>			
<i>Comments Observation 2:</i>			

<i>Comments Summative:</i>			
4. Planning instruction and designing learning experiences for all students.	Observation 1	Observation 2	Summative
<i>Comments Observation 1:</i>			
<i>Comments Observation 2:</i>			
<i>Comments Summative:</i>			
5. Assessing students for learning.	Observation 1	Observation 2	Summative
<i>Comments Observation 1:</i>			
<i>Comments Observation 2:</i>			
<i>Comments Summative:</i>			
6. Developing as a professional educator.	Observation 1	Observation 2	Summative
<i>Comments Observation 1:</i>			
<i>Comments Observation 2:</i>			
<i>Comments Summative:</i>			



**Commendations:**

**Specific Recommendations Made to Employee for Improving Performance** (required for any employee who is not meeting performance standard in any area): The evaluator and evaluatee shall develop an improvement plan following the evaluation addressing those areas needing improvement.

**Standards Met**

**Standards Not Met**

\_\_\_\_/\_\_\_\_/\_\_\_\_ **Date Observation 1 emailed by Evaluator**

\_\_\_\_/\_\_\_\_/\_\_\_\_ **Date Read Receipt Acknowledged by Evaluatee**

\_\_\_\_/\_\_\_\_/\_\_\_\_ **Date Observation 2 emailed by Evaluator**

\_\_\_\_/\_\_\_\_/\_\_\_\_ **Date Read Receipt Acknowledged by Evaluatee**

**Employee's Acknowledgment:**

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Evaluatee's Signature: \_\_\_\_\_

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

Evaluator's Signature: \_\_\_\_\_

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



## Certificated Evaluation Permanent

School Year: \_\_\_\_\_  
 Teacher: \_\_\_\_\_  
 School: \_\_\_\_\_

Observation Date: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_  
 Position/Assignment: \_\_\_\_\_

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

*Observation #1 - Ongoing Observations from* \_\_\_\_\_ *to* \_\_\_\_\_  
*Summative - Ongoing Observations from* \_\_\_\_\_ *to* \_\_\_\_\_

**TEACHER  
PERFORMANCE AREAS**

	Observation	Summative
1. Engaging and supporting all students in learning		
<i>Comments Observation:</i>		
<i>Comments Summative:</i>		
2. Creating and maintaining all effective environments for student learning		
<i>Comments Observation:</i>		
<i>Comments Summative:</i>		
3. Understanding and organizing subject matter for student learning.		
<i>Comments Observation:</i>		
<i>Comments Summative:</i>		

4. Planning instruction and designing learning experiences for all students.	Observation	Summative
<i>Comments Observation:</i>		
<i>Comments Summative:</i>		
5. Assessing students for learning.	Observation	Summative
<i>Comments Observation:</i>		
<i>Comments Summative:</i>		
6. Developing as a professional educator.	Observation	Summative
<i>Comments Observation:</i>		
<i>Comments Summative:</i>		

**Commendations:**

**Specific Recommendations Made to Employee for Improving Performance** (required for any employee who is not meeting performance standard in any area): The evaluator and evaluatee shall develop an improvement plan following the evaluation addressing those areas needing improvement.

**Standards Met**

**Standards Not Met**

\_\_\_\_/\_\_\_\_/\_\_\_\_ **Date Observation emailed by Evaluator**

\_\_\_\_/\_\_\_\_/\_\_\_\_ **Date Read Receipt Acknowledged by Evaluatee**

**FIVE YEAR EVALUATION CYCLE (Article 16 – I)**

I have permanent status in the District with 10 years experience and met all standards on this evaluation. I wish to participate in the five-year evaluation cycle.

**Employee’s Acknowledgment:**

Employee’s signature indicates employee has received a copy of this cumulative evaluation report containing pages. Employee’s signature does not necessarily indicate agreement. The employee has the right to attach a written response to this final summative evaluation prior to July 1<sup>st</sup> of the current school year.

Evaluatee’s Signature \_\_\_\_\_

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

Evaluator’s Signature \_\_\_\_\_

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



Victor Elementary School District  
School Nurse Evaluation Form

Employee: \_\_\_\_\_

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

- Prob 1
- Prob 2
- Permanent

<b>Standard 1:</b> Engaging and Supporting All Students in Learning	Satisfactory	Needs Improvement	Unsatisfactory
Comments:			
<b>Standard 2:</b> Creating and Maintaining Effective Environments for Student Learning	Satisfactory	Needs Improvement	Unsatisfactory
Comments:			
<b>Standard 3:</b> Understanding and Organizing Access to Health Information and Health Care for the School Community	Satisfactory	Needs Improvement	Unsatisfactory
Comments:			
<b>Standard 4:</b> Planning and Providing for Continuity of Coordinated School Health Services Program	Satisfactory	Needs Improvement	Unsatisfactory
Comments:			
<b>Standard 5:</b> Assessing Student Health	Satisfactory	Needs Improvement	Unsatisfactory
Comments:			
<b>Standard 6:</b> Developing as a Health Professional	Satisfactory	Needs Improvement	Unsatisfactory
Comments:			

Evalutee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Standard 1: Engaging and Supporting all Students in Learning**

- Develops, implements, and evaluates health care plans appropriate with short- and long-term goals to foster student learning.
- Provides for direct services to students, families and staff as appropriate in areas such as health counseling, medication administration, specialized health care procedures, consultation/referrals, trainings for emergency care, specialized health procedures and bloodborne pathogen education.
- Acts as a health resource for staff, students and families regarding health education topics.
- Works effectively with school families to promote student attendance by identifying and addressing health concerns.
- Designs and conducts health-related Inservice programs for students, staff and agency representatives working in the school setting.

**Standard 2: Creating and Maintaining Effective Environments for Student Learning**

- Effectively communicates with students, families, and colleagues while recognizing diverse health beliefs and the need to maintain confidentiality and ethical standards.
- Collaborates with students, family, school staff and other providers to provide appropriate interventions and continuity of care.
- Demonstrates time management skills regarding mandated reports and meeting deadlines.
- Assists school staff to ensure a safe, healthy environment that supports student learning.
- Oversees and administers health-related services for students as required by law and as prescribed by the primary health care providers.

**Standard 3: Understanding and Organizing Access to Health Information and Health Care for the School Community**

- Demonstrates knowledge of existing health programs and assists with access to programs as needed.
- Conducts mandated screenings at schools and makes referrals with follow up as indicated.
- Uses verbal and written communication skills to provide information on health topics to the students, families, staff.
- Assists student, family, school staff and community in identifying and securing pertinent and available services/resources to address health related needs.

**Standard 4: Planning and Providing for Continuity of Coordinated School Health Services Program**

- Participates with state, county and community agency personnel in the planning, coordination and implementation of school-based/linked health programs.
- Collaborates with the student, family, school staff, community and other providers in the formulation of overall goals, time lines, the plan of care, and decisions related to care and delivery of services.
- Assists individual students in developing appropriate skills to provide self-care and advocate for themselves, based on age and developmental level.
- Assigns tasks based on the needs and condition of the student, the potential harm, and stability of student's condition.

**Standard 5: Assessing Student Health**

- Assesses health and developmental status of students and identifies the needs by reviewing health data collected in a systematic manner from the student, staff, family and health care providers.
- Formulates nursing diagnoses derived from the evaluation of assessment data and shares pertinent information as deemed necessary.
- Uses the results of the health assessment data and nursing diagnoses to recommend appropriate interventions and care plans for the short and long term.
- Communicates with students, families and appropriate staff about the implementation and effectiveness of student health plans for continuity of care.

**Standard 6: Developing as a Health Professional**

- Acquires and maintains current knowledge in school nursing practice.
- Establishes professional goals and pursues opportunities to grow professionally.
- Works with the community and families to improve professional practice.
- Works with colleagues to improve professional practice.



# Alternative Performance Evaluation Project Plan

School Year: \_\_\_\_\_  
 Evaluatee: \_\_\_\_\_  
 School: \_\_\_\_\_

Date Submitted: \_\_\_\_\_  
 Evaluator: \_\_\_\_\_  
 Position/Assignment: \_\_\_\_\_

California Standards for the Teaching Profession (*check all that apply*):

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences for All Students
- Assessing Students for Learning
- Developing as a Professional Educator

Project Description:
Purpose: How will focusing on this standard(s) enhance my teaching and improve student achievement?
Plan of action ( <i>include any need for assistance, conferences, and material</i> ):

Date plan approved: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Date Project Plan emailed by Evaluator**

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ **Date Read Receipt Acknowledged by Evaluatee**



## Alternative Performance Evaluation Project Plan

Mid-Year Report:	Date: _____
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Summary of Project *(include accomplishments, applications, and conclusions)*:

Summative: The unit member will be evaluated on the performance of professional duties and responsibilities in accordance with the California Standards for the Teaching profession (2009) through ongoing observations.

1. Engaging and supporting all students in learning	
<i>Comments Summative:</i>	
2. Creating and maintaining effective environments for student learning	
<i>Comments Summative:</i>	
3. Understanding and organizing subject matter for student learning.	
<i>Comments Summative:</i>	
4. Planning instruction and designing learning experiences for all students.	
<i>Comments Summative:</i>	
5. Assessing students for learning.	
<i>Comments Summative:</i>	





Alternative Performance Evaluation Project Plan

6. Developing as a professional educator.	
<i>Comments Summative:</i>	

- Standards Met                       Standards Not Met

**FIVE YEAR EVALUATION CYCLE (Article 16 – I)**

- I have permanent status in the District with 10 years experience and met all standards on this evaluation. I wish to participate in the five-year evaluation cycle.

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Evaluatee’s Signature \_\_\_\_\_

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

Evaluator’s Signature \_\_\_\_\_

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

# VICTOR ELEMENTARY SCHOOL DISTRICT

## JOB DESCRIPTION

**POSITION:** ADAPTED PHYSICAL EDUCATION SPECIALIST

**FUNCTION:** To support the academic achievement of students through adapted physical education services and assist in other school activities as assigned.

**MAJOR DUTIES & RESPONSIBILITIES** Provides adapted physical education to students in accordance with the principles and policies of the District Board of Trustees, the provisions of the Education Code and the Rules and Regulations of the State Board of Education.

Supports the philosophy behind the District mission statement and beliefs.

Assesses and analyzes student motor development, uses a variety of techniques, and monitors and adjusts teaching strategies in order to meet needs of each student.

Administers required student assessments in accordance with site, District, and State requirements.

Provides regular adapted physical education services for identified students in individualized and small group settings.

Observes students to determine motor development status, as requested by student study teams.

Assesses students who are referred for psychomotor functioning to determine if the students have the skills to participate safely in a regular physical education program or require an alternate program.

Develops an Individualized Education Plan for each identified student.

Provides consultation for parents, teachers, and principals on modifications to physical education programs for students who do have motor concerns but do not qualify for direct adapted physical education services.

Provides staff development as needed to educate staff on issues pertaining to adapted physical education students, and the use of specialized equipment.

Develops and teaches from written lesson plans to assist students in mastering the learning objectives.

## ADAPTED PHYSICAL EDUCATION SPECIALIST

Collaborates with other professional staff in their development of individualized learning plans (IEP): 504, English Language Learners, gifted students (GATE), and student study teams (SST).

Instructs students in citizenship, freedom, and democracy as specified by State law and administrative regulations and procedures of the school district.

Establishes, teaches, and maintains class and school rules; teaches self-discipline and promotes student accountability. Promotes classroom behavior conducive to civility, courtesy and consideration.

Supervises all students on the school grounds and in the school buildings.

Maintains a safe, secure and functional environment.

Communicates with all parents on a regular basis regarding each child's progress, including parent conferences.

Maintains proper records, including documentation of student progress, report cards, cumulative records and attendance records

Works as part of a professional team to make decisions on behalf of all children.

Updates professional skills and knowledge on an ongoing basis.

Identifies and requests all necessary and available District resources in order to meet the needs of every student.

### **OTHER DUTIES & RESPONSIBILITIES:**

Maintains an open line of communication with the principal and all school staff.

Participates in school and/or District programs.

Assumes a shared responsibility in the development and implementation of site planned activities.

Takes an active role in the school site disaster preparedness plan and other emergency situations.

Performs other duties within the limits of the contract as assigned.

# ADAPTED PHYSICAL EDUCATION SPECIALIST

## **MINIMUM QUALIFICATIONS:**

### **CREDENTIAL:**

Valid California teaching credential or permit authorizing service in this assignment.

### **EDUCATION:**

Bachelor's Degree, including all courses needed to meet credential/permit requirements.

### **PERSONAL QUALITIES:**

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

Sets a good example for students and others through professional manner and appearance.

Communicates professionally with students, parents, and colleagues.

Is a positive, enthusiastic, flexible person who will listen before reacting.

# VICTOR ELEMENTARY SCHOOL DISTRICT

## JOB DESCRIPTION

**POSITION:** ELEMENTARY CLASSROOM TEACHER

**FUNCTION:** To improve the academic achievement of students and assist in other school activities as assigned.

**MAJOR DUTIES & RESPONSIBILITIES** Instructs students in the curricula in the various school subjects in accordance with the principles and policies of the District Board of Trustees, the provisions of the Education Code and the Rules and Regulations of the State Board of Education.

Supports the philosophy behind the District mission statement and beliefs.

Assesses and analyzes student academic performance, uses a variety of techniques, and monitors and adjusts teaching strategies in order to meet needs of each student.

Administers required student assessments in accordance with site, District, and State requirements.

Develops and teaches from written lesson plans to assist students in mastering the learning objectives.

Collaborates with other professional staff in their development of individualized learning plans (IEP): 504, English Language Learners, gifted students (GATE), and student study teams (SST).

Designs and uses homework assignments to complement and further the curriculum in accordance with District Homework Policy.

Instructs students in citizenship, freedom, and democracy as specified by State law and administrative regulations and procedures of the school district.

Establishes, teaches, and maintains classroom and school rules; teaches self-discipline and promotes student accountability. Promotes classroom behavior conducive to civility, courtesy and consideration.

Supervises all students on the school grounds and in the school buildings.

Maintains a safe, secure and healthful room environment.

Creates an effective, functional and attractive environment for learning through displays, bulletin boards, and interest centers.

## **ELEMENTARY CLASSROOM TEACHER**

Communicates with all parents on a regular basis regarding each child's academic and social progress, including parent conferences.

Maintains proper records, including documentation of student progress, report cards, cumulative records and attendance records

Participates in the development of the school site plan and implements the plan through classroom instruction.

Works as part of a professional team to make decisions on behalf of all children.

Updates professional skills and knowledge on an ongoing basis.

Identifies and requests all necessary and available District resources in order to deliver the curriculum and meet the needs of every student.

### **OTHER DUTIES & RESPONSIBILITIES:**

Maintains an open line of communication with the principal and all school staff.

Participates in school and/or District programs.

Assumes a shared responsibility in the development and implementation of site planned activities.

Takes an active role in the school site disaster preparedness plan and other emergency situations.

Performs other duties within the limits of the contract as assigned.

### **MINIMUM QUALIFICATIONS:**

#### **CREDENTIAL:**

Valid California teaching credential or permit authorizing service in a self-contained elementary classroom.

#### **EDUCATION:**

Bachelor's Degree, including all courses needed to meet credential/permit requirements.

#### **PERSONAL QUALITIES:**

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

Sets a good example for students and others through professional manner and appearance.

Communicates professionally with students, parents, and colleagues.

Is a positive, enthusiastic, flexible person who will listen before reacting.

# VICTOR ELEMENTARY SCHOOL DISTRICT

## JOB DESCRIPTION

### **POSITION:**

**RESOURCE TEACHER-LEARNING HANDICAPPED**

### **FUNCTION:**

To improve the academic achievement of students and assist in other school activities as assigned.

### **MAJOR DUTIES & RESPONSIBILITIES**

Instructs students in the curricula in the various school subjects in accordance with the principles and policies of the District Board of Trustees, the provisions of the Education Code and the Rules and Regulations of the State Board of Education.

Supports the philosophy behind the District mission statement and beliefs.

Assesses and analyzes student academic performance, uses a variety of techniques, and monitors and adjusts teaching strategies in order to meet needs of each student.

Administers required student assessments in accordance with site, District, and State requirements.

Is a member of the Individual Education Planning Team and is a key participant in the development and implementation of each student's individualized education plan (IEP).

Develops and teaches from written lesson plans to assist students in mastering the goals and objectives listed in the IEP.

Collaborates with and provides direction to the Instructional Aide in planning and carrying out individual education plans.

Collaborates with general education teachers to provide individually tailored programs that will enhance and strengthen skills of exceptional individuals in the regular classroom utilizing and coordinating all available resources.

Provides consultation services to teachers, including individualized instruction for demonstration and assessment purposes. Consultant services will include:

- a. Contact with the regular classroom teachers to review IEP goals and objectives for students assigned to the classroom.
- b. Providing curriculum resources to regular classroom teachers who may have exceptional children in their classes.
- c. Upon request, assist teachers who may have students with exceptional needs in their classes, in such areas as classroom environment, behavior, management, and curriculum.

## RESOURCE TEACHER-LEARNING HANDICAPPED

Coordinates special education services with regular teachers in order to provide a successful transition program into regular education.

Collaborate with other professional staff in their development of individualized learning plans: 504, English Language Learners, gifted students (GATE), and student study team (SST).

Designs and uses homework assignments to complement and further the curriculum in accordance with District Homework Policy.

Instructs students in citizenship, freedom, and democracy as specified by State law and administrative regulations and procedures of the school district.

Establishes, teaches, and maintains classroom and school rules; teaches self-discipline and promotes student accountability. Promotes classroom behavior conducive to civility, courtesy and consideration.

Assists the regular classroom teacher in encouraging acceptance of individuals with exceptional needs by regular classmates.

Supervises all students on the school grounds and in the school buildings.

Maintains a safe, secure and healthful room environment.

Creates an effective, functional and attractive environment for learning through displays, bulletin boards, and interest centers.

Communicates with all parents on a regular basis regarding each student's academic and social progress.

Participates in regular classroom parent conferences with the regular classroom teacher upon request.

Provides information and assistance to individuals with exceptional needs and their parents, and assists parents in contributing to the education of their children at home.

Maintains proper records, including documentation of student progress, report cards, cumulative records and attendance records.

Participates in the development of the school site plan and implements the plan through classroom instruction.

Works as part of a professional team to make decisions on behalf of all students.



## **RESOURCE TEACHER-LEARNING HANDICAPPED**

Updates professional skills and knowledge on an ongoing basis.

Identifies and requests all necessary and available District resources in order to deliver the curriculum and meet the needs of every student.

Provides, upon request, training to the regular school staff and parents. Such training will include identification and assessment procedures, understanding of the exceptional individual, student management, and other topics deemed appropriate.

### **OTHER DUTIES & RESPONSIBILITIES:**

Maintains an open line of communication with the principal and all school staff.

Participates in school and/or District programs.

Assumes a shared responsibility in the development and implementation of site planned activities.

Takes an active role in the school disaster preparedness plan and other emergency situations.

Performs other duties within the limits of the contract as assigned.

### **MINIMUM QUALIFICATIONS**

#### **CREDENTIAL:**

Valid California teaching credential or permit authorizing service in the assignment.

#### **EDUCATION:**

Bachelor's Degree, including all courses needed to meet credential/permit requirements.

#### **PERSONAL QUALITIES:**

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

Sets a good example for students and others through professional manner and appearance.

Communicates professionally with students, parents, and colleagues.

Is a positive, enthusiastic, flexible person who will listen before reacting.

# VICTOR ELEMENTARY SCHOOL DISTRICT

## JOB DESCRIPTION

Revised 8/11/10

**POSITION:**                      **School Nurse**

**FUNCTION:**

Under the general supervision of the Assistant Superintendent, Pupil Services, the School Nurse shall provide a program of health services which will strengthen the educational process of students by assisting them to improve or adapt to their health status. The School Nurse shall be uniquely qualified by medical background, academic preparation, and professional skill to provide service for principals, teachers, students and families.

**MAJOR DUTIES & RESPONSIBILITIES**

- Conducts a program of communicable disease prevention control
- Counsels, guides pupils, family members and staff, on individual health needs, including interpretation of health appraisals and standards of typical growth and development
- Serves as a resource to school and District staff in relating health instruction and guidance for the needs of individual students and provides in-service for staff
- As a member of the Individualized Education Program (IEP) or 504 team, interprets medical findings and assists with the development of health-related learning objectives and safety
- Prepares and maintains pertinent health and other related files, records and reports according to established procedures; reviews findings to evaluate the health status of pupils; assures compliance with state and federal mandates for health care
- Assists with planning and maintaining a healthful school environment, in keeping the unique needs of identified students
- Assists with the development of strategies to meet a variety of emergencies and provides care and treatment for accidents and emergency illnesses which occurs during school hours
- Serves as a health liaison for the District with practitioners and community agencies in the planning and implementation of health a welfare programs, as well as securing health records for educational planning
- Maintains positive staff and community relationships, which promotes the best interests of the school
- Monitors and trains staff in specialized physical health care procedures; teaches a variety of health-related topics on a one-to one or group basis; coordinates and monitors the administration of medication during school hours
- Provides in-service training to site and District staff regarding healthful living, communicable diseases and other health concerns; serves on various school and District committees and attends meetings as assigned, including, but not limited to, blood borne pathogens, CPR, and First Aid
- Refers parents/guardians of pupils needing medical care to appropriate private or community resources
- Conducts and performs such tests and screenings as mandated by State or Federal law
- Responsible for continuing self-education and professional development, as well as contributing to the professional development of staff
- Provide direction and over-site of LVNs providing services that provide services to individual students
- Provide program direction for Medi-Cal, LEA Billing option
- Complete and input MAA entries at the school sites

- Maintain appropriate health and service records and provide reports
- Drive a vehicle to various sites to conduct work.

**OTHER DUTIES & RESPONSIBILITIES:**

- CPR and First Aid techniques
- Hygiene and health needs of school-age children
- Health and medical terminology, equipment and techniques
- Knowledge of health and safety regulations
- Knowledge of applicable sections of California Education Code, State regulations and other applicable laws
- Current office practices, procedures, and equipment
- Record keeping techniques
- Medication effects and proper administration procedures
- Genetic and environmental disorders which affect cognitive, motor, visual and auditory development
- Diagnostic methods for medical conditions and diseases
- Knowledge of public health agencies and local health care resources
- Ability to analyze situations accurately and adopt an effective course of action during emergency situations
- Ability to establish and maintain files, records reports and referrals, according to District procedures and State and Federal mandates
- Ability to meet schedules and timelines
- Ability to counsel and provide health-related information to school-age children and their families
- Ability to plan, prioritize and organize work
- Ability to maintain confidentiality
- Ability to read, interpret, apply and explain rules, regulations, policies and procedures
- Maintains an open line of communication with the principal and all school staff
- Participates in school and/or District programs
- Assumes a shared responsibility in the development and implementation of site planned activities
- Takes an active role in the school site disaster preparedness plan and other emergency situations
- Performs other duties within the limits of the contract as assigned

**MINIMUM QUALIFICATIONS:**

- Experience working with students
- Demonstrate adaptability to changing circumstances and priorities within the learning environment.
- Ability to plan and organize work to meet schedules and timelines while working independently with little direction.
- Possess and maintain valid CPR and First Aid certifications
- Must possess a valid California driver's license

**EDUCATION AND REQUIRED CREDENTIALS:**

- Baccalaureate or higher degree from a regionally-accredited college or university
- A valid certificate of registration issued by the California Board of Nurse Examiners or the California Board of Nursing Education and Nurse Registration.

- Must hold, or be qualified to hold, a health and development credential, a standard designated services credential with specialization in health, or a services credential with a specialization in health issued by the California Commission on Teaching Credentialing.
- Proof satisfactory to the school district that the nurse has acquired training in child abuse and neglect detection.

**PERSONAL  
QUALITIES:**

- Accepts responsibility for growth in student achievement
- Treats children with dignity and respect
- Sets a good example for students and others through professional manner and appearance
- Communicates professionally with students, parents, and colleagues
- Is a positive, enthusiastic, flexible person

**REPORTS TO**

- Assistant Superintendent, Pupil Services

**WORK YEAR**

- 183 days

**SALARY**

- Placement on Certificated Salary Schedule

## VICTOR ELEMENTARY SCHOOL DISTRICT

### JOB DESCRIPTION

**POSITION:**

**SPECIAL DAY CLASS TEACHER-LEARNING HANDICAPPED**

**FUNCTION:**

To improve the academic achievement of students and assist in other school activities as assigned.

**MAJOR DUTIES & RESPONSIBILITIES**

Instructs students in the curricula in the various school subjects in accordance with the principles and policies of the District Board of Trustees, the provisions of the Education Code and the Rules and Regulations of the State Board of Education.

Supports the philosophy behind the District mission statement and beliefs.

Assesses and analyzes student academic performance, uses a variety of techniques, and monitors and adjusts teaching strategies in order to meet needs of each student.

Administers required student assessments in accordance with site, District, and State requirements.

Is a member of the Individual Education Planning Team and is a key participant in the development and implementation of each student's individualized education plan (IEP).

Develops and teaches from written lesson plans to assist students in mastering the goals and objectives listed in the IEP.

Collaborates with and provides direction to the instructional aide in planning and carrying out individual education plans.

Collaborates with principal and staff for mainstreaming of students into regular classrooms for instruction. Monitors and adjusts for student success.

Collaborates with principal and with staff to successfully transition special education student into general education program.

Collaborates with other professional staff in their development of individualized learning plans: 504, English Language Learners, gifted students (GATE) and student study team (SST).

Designs and uses homework assignments to complement and further the curriculum in accordance with District Homework Policy.

## **SPECIAL DAY CLASS TEACHER-LEARNING HANDICAPPED**

Instructs students in citizenship, freedom, and democracy as specified by State law and administrative regulations and procedures of the school district.

Establishes, teaches, and maintains classroom and school rules; teaches self-discipline and promotes student accountability. Promotes classroom behavior conducive to civility, courtesy and consideration.

Supervises all students on the school grounds and in the school buildings.

Maintains a safe, secure and healthful room environment.

Creates an effective, functional and attractive environment for learning through displays, bulletin boards, and interest centers.

Communicates with all parents on a regular basis regarding each student's academic and social progress, including parent conferences.

Maintains proper records, including documentation of student progress, report cards, cumulative records and attendance records.

Participates in the development of the school site plan and implements the plan through classroom instruction.

Works as part of a professional team to make decisions on behalf of all students.

Updates professional skills and knowledge on an ongoing basis.

Identifies and requests all necessary and available District resources in order to deliver the curriculum and meet the needs of every student.

Provides, upon request, training to the regular school staff and parents. Such training will include identification and assessment procedures, understanding of the exceptional individual, student management, and other topics deemed appropriate.

### **OTHER DUTIES &**

#### **RESPONSIBILITIES:**

Maintains an open line of communication with the principal and all school staff.

Participates in school and/or District programs.

Assumes a shared responsibility in the development and implementation of site planned activities.

## **SPECIAL DAY CLASS TEACHER-LEARNING HANDICAPPED**

Takes an active role in the school disaster preparedness plan and other emergency situations.

Performs other duties within the limits of the contract as assigned.

### **MINIMUM QUALIFICATIONS**

#### **CREDENTIAL:**

Valid California teaching credential or permit authorizing service in the assignment.

#### **EDUCATION:**

Bachelor's Degree, including all courses needed to meet credential/permit requirements.

#### **PERSONAL QUALITIES:**

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

Sets a good example for students and others through professional manner and appearance.

Communicates professionally with students, parents, and colleagues.

Is a positive, enthusiastic, flexible person who will listen before reacting.

# VICTOR ELEMENTARY SCHOOL DISTRICT

## JOB DESCRIPTION

### **POSITION:**

**SPEECH, LANGUAGE & HEARING SPECIALIST**

### **FUNCTION:**

To support the academic and achievement of students through services to children with impairments and assist in other school activities as assigned.

### **MAJOR DUTIES & RESPONSIBILITIES**

Provides therapy to students in accordance with the principles and policies of the District Board of Trustees, the provisions of the Education Code and the Rules and Regulations of the State Board of Education.

Supports the philosophy behind the District mission statement and beliefs.

Assesses and analyzes identified students in all areas of articulation/phonology, oral-motor functioning, language, voice, and/or fluency as needed.

Administers required student assessments in accordance with site, District, and State requirements.

Provides a speech and language therapy program specifically designed to the needs of individual students.

Screens students for possible speech and language difficulties.

Write a comprehensive Language, Speech and Hearing Report with appropriate conclusions and recommendation.

Develops an Individual Education Plan (IEP) for each identified student.

Sets up a therapy schedule which includes coordination with classroom teachers, other special programs, and school routines.

Makes medical referrals to ears, nose, and throat (ENT) doctors as warranted and maintains medical correspondence as needed.

Provides audiometric screenings.

Provides augmentative communication assessments as necessary.

Assesses, designs, and implements augmentative communication systems for individual students as needed.



**SPEECH, LANGUAGE & HEARING SPECIALIST**  
(Page Two of Three)

Provides programs and treatment for home-study, home-schooled, and private school students, as requested.

Provides upon request, in-service training to the regular school staff and parents, as requested.

Attends required meetings and in-services.

Develops and teaches from written treatment plans to assist students in mastering goals and objectives listed in the IEP.

Collaborates with other professional staff in their development of individualized learning plans: 504, English Language Learners, gifted students (GATE) and student study team (SST).

Designs and uses homework assignments as appropriate.

Instructs students in citizenship, freedom, and democracy as specified by State law and administrative regulations and procedures of the school district.

Establishes, teaches, and maintains classroom and school rules; teaches self-discipline and promotes student accountability. Promotes classroom behavior conducive to civility, courtesy and consideration.

Supervises all students on the school grounds and in the school buildings.

Maintains a safe, secure and healthful room environment.

Creates an effective, functional and attractive environment for learning through displays, bulletin boards, and interest centers.

Communicates with all parents on a regular basis regarding each student's academic and social progress, including parent conferences as requested.

Maintains proper records, including documentation of student progress, Language, Speech and Hearing Reports, cumulative records and attendance records.

Participates in the development of the school site plan and implements the plan through classroom instruction.

## **SPEECH, LANGUAGE & HEARING SPECIALIST**

(Page Three of Three)

Works as part of a professional team to make decisions on behalf of all students.

Updates professional skills and knowledge on an ongoing basis.

Identifies and requests all necessary and available District resources in order to deliver the treatment plan and meet the needs of every student.

### **OTHER DUTIES & RESPONSIBILITIES:**

Maintains an open line of communication with the principal and all school staff.

Participates in school and/or District programs.

Assumes a shared responsibility in the development and implementation of site planned activities.

Takes an active role in the school disaster preparedness plan and other emergency situations.

Performs other duties within the limits of the contract as assigned.

### **MINIMUM QUALIFICATIONS**

#### **CREDENTIAL:**

Valid California teaching credential or permit authorizing service in the assignment.

#### **EDUCATION:**

Bachelor's Degree, including all courses needed to meet credential/permit requirements.

#### **PERSONAL QUALITIES:**

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

Sets a good example for students and others through professional manner and appearance.

Communicates professionally with students, parents, and colleagues.

Is a positive, enthusiastic, flexible person who will listen before reacting.

**VICTOR ELEMENTARY SCHOOL DISTRICT  
JOB DESCRIPTION**

**POSITION:**           **Support Specialist**

**SPECIALIZED  
DUTIES:**

**Literacy, Math, Science, Social Studies, Physical Education**

Researches, coordinates, and trains teachers/staff in programs to meet District goals.  
Coaches teachers/staff in each area and develops model lessons.  
Develops support materials.  
Develops and maintains resources on the website for the educational services.  
Plans and coordinates events that support content areas (e.g., Young Authors, Junior Olympics, etc.).  
Develops and coordinates annual pre/post assessments K-6.  
Assists with planning, writing, implementing, and monitoring the LEA plan.

**Careers**

Coordinates and trains teachers/staff in the District-wide Careers Curriculum to meet District goals.  
Coaches teachers/staff in the implementation of the careers curriculum.  
Coordinates District-wide events (e.g., Career Fair, Public Works, Maintenance and Operation Career Day, etc.)

**Technology**

Researches, coordinates and trains teachers/staff in the use of technology in the classroom to meet District goals.  
Coaches teachers/staff in the use of technology and develops model lessons.  
Develops technology support materials.  
Develops and maintains technology resources on the website for educational services.  
Supports annual assessments using technology at both the site and classroom level.  
Assists in disaggregation of data at the district, site, grade level, and/or individual classroom.  
Assists/creates software programs to record and report student data.  
Assists with planning, writing, implementing, and monitoring the LEA plan.  
Supports teachers/staff in problem solving of technological issues.  
Ensures that district maintains state compliance in data and assessment.

**Staff Development**

Attends District liaison meetings to coordinate and share county information.  
Serves as a reflective coach and networks for California's New Teacher Induction Program.  
Assists with District committees.  
Coaches teachers/staff in high yield instructional strategies.  
Coaches parents in high yield instructional strategies.  
Develops and models lessons for all curricular areas.

Coordinates Grade Level Council meetings.  
Provides school-wide and/or district-wide staff development.  
Assists with planning, writing, implementing, and monitoring the LEA plan and Title III plan.

### **English Language Learners**

Researches, coordinates and trains teachers/staff in English language development programs to meet District goals, including both integrated and designated instructional practices.

Coaches teachers/staff and provides model lessons in area of English Language Development, including both integrated and designated instructional practices.

Provides assistance in curriculum development for English language learners.

Coordinates California English Language Development Testing and training.

Provides literacy training and support for parents of English Learners.

Supports District English Language Advisory Committee meetings.

Assists with planning, writing, implementing, and monitoring the Title III plan.

Attends District and county meetings to support English language learners.

### **Differentiated Instruction**

Researches, coordinates and trains teachers/staff in differentiated instruction to meet District goals.

Coaches teachers/staff in area of differentiated instruction.

Provides model lessons including differentiated instruction.

### **OTHER DUTIES & RESPONSIBILITIES:**

Maintains an open line of communication with the principal and all school staff.

Participates in school and/or District programs.

Works as part of a professional team to make decisions on behalf of all children.

Updates professional skills and knowledge on an ongoing basis.

Identifies and utilizes all necessary and available District resources.

Assumes a shared responsibility in the development and implementation of District-wide staff development and student activities.

Takes an active role in the department's disaster preparedness plan and other emergency situations.

Performs other duties within the limits of the contract as assigned.

### **MINIMUM QUALIFICATIONS/ CREDENTIAL:**

Valid California teaching credential authorizing service in a self-contained elementary classroom.

### **EDUCATION:**

Bachelor's Degree, including all courses needed to meet credential/permit requirements. Specialized experience or training for area of expertise.

**PERSONAL**  
**QUALITIES:**

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

Sets a good example for students and others through professional manner and appearance.

Communicates professionally with students, parents, and staff.

Is a positive, enthusiastic, flexible person who will listen before reacting.

**California Standards for the Teaching Profession  
(CSTP) (2009)**

**Commission on Teacher Credentialing  
October 2009**

## **Standard 1**

### **Engaging and Supporting All Students in Learning**

Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

## **Standard 2**

### **Creating and Maintaining Effective Environments for Student Learning**

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

### **Standard 3**

#### **Understanding and Organizing Subject Matter for Student Learning**

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

### **Standard 4**

#### **Planning Instruction and Designing Learning Experiences for All Students**

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students



**Standard 5**  
**Assessing Students for Learning**

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

**Standard 6**  
**Developing as a Professional Educator**

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

- 6.1 Reflecting on teaching practice in support of student learning
- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Victor Elementary School District and Victor Elementary Teachers Association**

**Addressing Working Time- Recess Duty & AM/PM Duty**

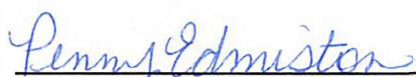
**This Memorandum of Understanding will commence pending ratification and sunset on June 30, 2026. It does not set a precedent or establish past practice.**

**Recess Duty**


- For the 2024-25 and the 2025-26 school year recess duty will be covered by NDS staff.
- A recess schedule will be created annually by site administration.
- Recess will be 12 minutes in duration.
- Teachers will be required to escort their class to the recess area and arrive promptly to pick them up and return to class.
- If a teacher wants to hold recess at a time other than the established schedule, they will be responsible for supervising their own class and coordinating their desired time with the established annual recess schedule.

**AM/PM Duty**

- For the 2024-25 and the 2025-26 school year, the service day will be protected to include one duty free, student free period of 15 minutes before or after school.
- Teachers may volunteer to assist with an additional AM/PM duty daily.
- Duty schedules will be created annually by site administration, depending upon site needs.

  
\_\_\_\_\_  
Penny Edmiston, President  
Victor Elementary Teachers Association

5/23/24  
Date

  
\_\_\_\_\_  
Lori Clark, Superintendent  
Victor Elementary School District

5-23-24  
Date

VETA Ratification Date: 06/04/2024  
Board of Trustees Approval Date: 6/12/2024

TA May 2024

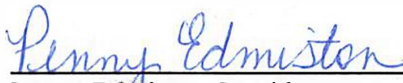
**MEMORANDUM OF UNDERSTANDING**

**By and Between**


**Victor Elementary School District and Victor Elementary Teachers Association  
Addressing Class Size Reduction**

The Victor Elementary School District and Victor Elementary Teachers Association enter into this Memorandum of Understanding (“MOU”) to temporarily modify Article 8, *Class Size*, of the Collective Bargaining Agreement (“CBA”) during the 2024-25 and the 2025-26 school years. This MOU does not set a precedent or establish past practice. The parties agree to the following:

1. The District agrees to maintain the following maximum class sizes per classroom:  
TK-3: 24 maximum  
Grades 4-6: 32 maximum  
\*Note: TK classes will follow the law on staff-to-student ratios
2. In the event enrollment exceeds the capacity of all established TK-3 classrooms within the District, the District may deviate from the above TK-3 class size maximum and use the 24:1 site-wide average specified in Article 8.A of the CBA.
3. If enrollment exceeds capacity for grades 4-6 after the first 30 days of the 2024-25 or 2025-26 school years, any teacher with a class size exceeding 32 students will receive a one-time stipend of \$2500, to be paid on either the December or June pay warrant, depending on the date when the class size exceeded 32.
4. Numbers 1, 2 and 3 of this MOU shall supersede Article 8.A1 during the term of this MOU.
5. Except as modified above, Article 8 remains in full force and effect during the term of this MOU.
6. This MOU shall expire on July 1, 2026, at which time the class size requirements in Article 8 shall apply.

  
\_\_\_\_\_  
Penny Edmiston, President  
Victor Elementary Teachers Association

5/23/24  
Date

  
\_\_\_\_\_  
Lori Clark, Superintendent  
Victor Elementary School District

5-23-24  
Date

VETA Ratification Date: 06/04/2024  
Board of Trustees Approval Date: 6/12/2024

TA May 2024

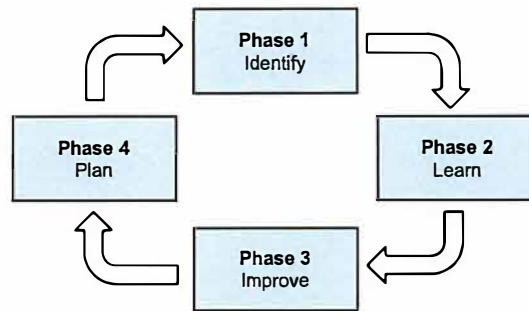


# VESD Tier 2 Reading Certification

## Reflective Coaching Cycle

### Tier I requirements must be met prior to entering a Reflective Coaching Cycle

The process outlined below is completed, by teacher request, with an OSICC or Support Specialist. Collaboration dates, time, and timeframes between parties are scheduled based on mutual availability and need. The process, in its entirety, is a minimum of five hours. Time can be scheduled before, during, and/or after school as applicable. Any time for meeting with an OSICC or a Support Specialist that is outside of contract hours will be compensated at the negotiated rate of \$60/hour. Any time scheduled during the school day is a site managed process. The Reflective Coaching Cycle is intended to be organic and centered around a confidential partnership to help teachers reach their instructional goals in literacy.



<b>Name:</b>	<b>School Site:</b>	<b>Grade:</b>
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### Phase 1 Identify: What is your current reality?

1. Working with an OSICC or Support Specialist, choose 1 or more to help identify your current reality:
  - Student work
  - Feedback from students
  - Classroom data
  - Feedback from Principal
  - Observation by OSICC or Support Specialist
  - Video recording
2. Based on your current reality, what is your goal?  
 \_\_\_\_\_
3. How will you measure whether you've achieved your goal?  
 \_\_\_\_\_

### Phase 2 Learn: Which will you implement to help you reach your goal?

1. Working with an OSICC or Support Specialist, choose 1 of the following:

**5 Reading Pillars:**

- Phonemic Awareness: Heggerty
- Phonics: Comprehensive Orton-Gillingham Plus (IMSE)
- Fluency: Guided Reading (VESD)
- Vocabulary: Morphology Plus (IMSE)
- Comprehension: Response to Text (Thinking Maps)

2. How are you going to learn about the strategy, resource, or tool?

- Observe another teacher
- Have an OSICC or Support Specialist model
- Co-teach with an OSICC or Support Specialist
- Watch a video
- Read a book
- Review training resources
- Other: \_\_\_\_\_

### Phase 3 Improve: What specific actions will you take?

Step 1: Working with an OSICC or Support Specialist, plan for the strategy, resource, or tool. Things to consider:

- Choose one thing.
- Be specific.
- What steps do you need to take?
- How can you get student buy-in?
- How will you measure outcomes?
- How much time will you need to achieve your goal?

Step 2: Implement your plan and progress monitor.

Step 3: Working with an OSICC or Support Specialist, review progress. Things to consider:

- What has gone well?
- What progress has been made toward your goal?
- What did you learn?
- What surprised you?
- What roadblocks are you running into?

Step 4: Working with an OSICC or Support Specialist, reflect on the progress. Things to consider:

- Did you meet your goal? How do you know?
- Do you need to make adjustments?
- Do you want to choose a new strategy, resource, or tool?
- Repeat Steps 2-4 as needed.

### Phase 4 Plan: What will you do now?

Working with an OSICC or Support Specialist, plan your next steps. Things to consider:

- Engage in a new coaching cycle.
- Continue progress monitoring on your current goal.
- Do you want to apply what you learned to another content area?
- Do you want to share strategies and/or outcomes with your grade level colleagues?
- How will you maintain your progress?

**MEMORANDUM OF UNDERSTANDING**

**Between**


**Victor Elementary School District and Victor Elementary Teachers Association**

**Addressing SEL Curriculum**

This Memorandum of Understanding will commence pending ratification and sunset on June 30, 2026.

The goal of implementing the SEL curriculum is to assist teachers and students with building a classroom culture, building a relationship as a class, and establishing classroom discipline/expectation plans that are known, owned, and reviewed often with students.

1. All unit members shall implement the District's "Starting the Year with Success" units in August (the first 3 weeks) and "January Jump Start" units (at least 5 activities will be utilized during the month of January).
2. All materials for the "Starting the Year with Success" units are available digitally.
3. Lesson plans do not need to be created during the first 3 weeks of August; the unit will serve as the unit members' lesson plans.
4. In January, Unit members will incorporate at least five activities from the "January Jump Start" units into their weekly lesson plans.
5. Teachers may continue to do baseline assessments in the first three weeks of the school year.
6. Teachers may adapt and/or supplement the SEL curriculum as needed.

  
\_\_\_\_\_  
Penny Edmiston, President  
Victor Elementary Teachers Association

5/23/24  
Date

  
\_\_\_\_\_  
Lori Clark, Superintendent  
Victor Elementary School District

5-23-24  
Date

VETA Ratification Date: 06/04/2024  
Board of Trustees Approval Date: 6/12/2024

TA May 2024

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Victor Elementary School District and Victor Elementary Teachers Association Addressing VESD Summer School, Extended School Year (ESY), Saturday School, Intercession, and/or Intervention Programs and Support Specialists**

**This Memorandum of Understanding will commence upon ratification and will sunset on the last contract day of the 2024-25 & 2025-26 school year.**

Utilizing One-Time Expanded Learning Funds, VESD will provide a Summer School Program, Extended School Year, Saturday School, Intercession and/or Intervention Programs. The Expanded Learning Funds allow for increased learning opportunities and increased pay rates and do not set a precedent or past practice. The programs will be provided with the following parameters:

**Summer School**

- Teacher selection will be based on the number of students attending. If more teachers express interest than are needed, due to enrollment numbers, teachers will be selected through a lottery process.
- Teachers will have the opportunity to sign up to teach Summer School.
- Teachers who are selected will be paid at their daily/hourly rate.
- Each day will be a 5-hour day, which includes 15 minutes of before-school duty and 15 minutes of dismissal duty; with an additional 30 minutes of prep time. Any additional prep time will be arranged with the site administrator and will be paid at the rate of \$60 per hour.
- All required materials will be provided by the District.
- Grades 1 -6 class sizes will be no less than 10 students and will not exceed 20
- TK & K Classes will be 10:1
- Teachers will attend a six-hour training before summer school starts, and they will be paid at their daily/hourly rate.

**Extended School Year (ESY)**

- Teacher selection will be through a lottery process for any/all qualified special education credentialed teachers.
- Teachers will have the opportunity to sign up to teach ESY.
- Teachers will be required to attend one six-hour training. Unit members will be paid their daily/hourly rate.
- Students who qualify for ESY will attend all 4 weeks of the program.
- Teachers who are selected to provide instruction will be paid their daily/hourly rate.
- Each day will be a 5-hour day, which includes 15 minutes of before-school duty and 15 minutes of dismissal duty with an additional 30 minutes of prep time. Any additional prep time will be arranged with the site administrator and will be paid at the rate of \$60 per hour.

**Saturday School, Intercession, and/or any Intervention Programs**

- Teacher selection will be through a lottery process based on student enrollment
- Saturday School, Intercessions, and/or Intervention program dates and times will be determined throughout the school year.
- Teachers who are selected to provide instruction will be paid at their daily/hourly rate.
- Training dates are to be determined and any required training or meetings will be paid at their daily/hourly rate.

**Support Specialists**

- If training is facilitated outside of their contract time, the Support Specialists will be paid at their per diem rate.



Penny Edmiston, President  
Victor Elementary Teachers Association



Lori Clark, Superintendent  
Victor Elementary School District

5/23/24

Date

5-23-24

Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Victor Elementary School District and Victor Elementary Teachers Association  
Addressing Alder Residency Program**

**This Memorandum of Understanding will commence upon ratification  
and will sunset on the last contract day of the 2024-25 school year.**

**VESD has partnered with the Alder Graduate School of Education utilizing funds from a Teaching Quality Partnership (TQP) Grant from the federal government, and the California Commission on Teacher Credentialing (CCTC) Grant, to conduct the Teacher Residency Program in the 2024-25 school year. Residents require a Mentor. Therefore, Victor Elementary School District and Victor Elementary Teachers Association agree to the following:**

1. Mentors will be paid a stipend of \$6,000 per year.
2. Stipend will be paid on December 2024 and June 2025 pay warrant. If a Resident's participation in the program ends for any reason, the stipend will be prorated for the Mentor based on the time the Resident was assigned to them.
3. Mentors must be a VESD teacher for 3 or more years and hold a clear teaching credential.
4. Residents will be matched with Mentors who hold the same credential they are seeking.
5. Mentorship is available for SPED and General Education credential holders.
6. Mentors will attend a 4-hour initial mentor orientation.
7. Mentors will attend a 6-hour Meet and Greet Session in person.
8. Mentors will meet weekly with their Resident.
9. Mentors will meet monthly with other Mentors.
10. Mentors will attend monthly meetings with the Resident and Director.
11. Residents will be assigned to their Mentor teachers for the entire school year, four days a week, for the entire school day.
12. After one year with the Mentors, Residents will be earning their Master's Degree and credential.
13. Unit Members who are currently Mentors may continue to mentor in the 2024-2025 school year.

Additional teachers interested in becoming a Mentor will submit a letter of interest and be interviewed by

June 7, 2024.



Penny Edmiston, President  
Victor Elementary Teachers Association

5/23/24

Date



Lori Clark, Superintendent  
Victor Elementary School District

5-23-24

Date

VETA Ratification Date: 06/04/2024  
Board of Trustees Approval Date: 6/12/2024



# MEMORANDUM OF UNDERSTANDING

Between

**Victor Elementary School District and Victor Elementary Teachers Association**

**Addressing Speech Language Pathologist Caseload, Mentoring & Recruitment**

This Memorandum of Understanding will commence July 1, 2024 and will sunset June 30, 2025.

The purpose is to establish guidelines for caseload and mentoring of speech and language interns. At this time there is a shortage of fully credentialed speech language pathologists and we have agreed to the following:

## Caseload

- The District Speech Language Pathologists (SLP) Individualized Education Plan (IEP) caseload average will be 55.
- When the district SLP IEP average remains constant above 60 for 15 days, the district will provide additional SLP staff to meet the average. The district will have an additional 75 days to hire a new SLP.
- The district will provide an opportunity for the SLP to participate in the process equitably assigning caseloads annually.
- The Response to Intervention (RtI) caseload shall not exceed 10 students per SLP. New students will transition to RtI as space becomes available.

## Mentoring

- Credentialed Speech Language Pathologists mentoring non-credentialed Speech-Language Pathologists will receive an \$8,500 stipend annually per mentee. The stipend will be paid on the June warrant.

## Recruitment

Speech Language Pathologist Waiver Eligible Candidates (Open to both internal and external candidates based on District need)

- Beginning in the 2024-2025 school year, VESD will consider hiring newly interested candidates on a waiver to work as an SLP with students while attending school. VESD will reimburse 50% of tuition, up to \$30,000 per year, for SLP waiver teachers enrolled in a program to become a fully credentialed SLP. The teachers will commit to work as an SLP in VESD for an additional 5 years once fully SLP credentialed. Program must be completed prior to expiration of waiver eligibility. Tuition will not be paid retroactively for staff who attended classes prior to the date of this MOU.

In the event the Employee does not obtain his/her credential and remain in employment as an SLP for any reason, including resignation or termination from employment, the Employee shall be responsible to refund the District as follows:

<b><u>Repayment Plan: Pre-Credential</u></b>	
<b><u>Cessation of Employment:</u></b>	<b><u>Amount Owed to District by Employee:</u></b>
Before fully-credentialed	100%

- If in the event the Employee does not remain in employment as a fully-credentialed SLP for 5 additional calendar years post-credential for any reason, including resignation or termination from employment, the Employee shall be responsible to refund the District on a prorated/year-by-year basis as follows:

**Repayment Plan: Post Credential (5-year commitment)**

<b>Cessation of Employment as SLP:</b>	<b>Amount Owed to District by Employee:</b>
Prior to the end of/during year one (1)	100%
Prior to the end of/during year two (2)	80%
Prior to the end of/during year three (3)	60%
Prior to the end of/during year four (4)	40%
Prior to the end of/during year five (5)	20%


**Recruitment**

Fully Credentialed SLPs


1. In order to secure experienced credentialed Speech Language Pathologists, up to 20 steps on salary schedule may be given to fully credentialed Speech Language Pathologists. Verification of certificated SLP experience must be submitted.
2. There will be a one-time signing bonus of \$10,000 to be paid to the newly hired, fully credentialed Speech Language Pathologist who remains employed by the District for five years. This payment shall be made by the Employee's second pay period. If in the event that the Employee does not remain in employment as a Speech Pathologist for 5 consecutive calendar years from date of employment, the Employee shall be responsible to refund the District on a pro-rata/year-by-year basis (the number of payback years owed the District versus the number of years actually worked as a Speech Pathologist for the District) as follows:

<b>Bonus Repayment Plan</b>	
<b>Cessation of Employment:</b>	<b>Amount Owed to District by Employee:</b>
Prior to the end of/during year one (1)	\$10,000
Prior to the end of/during year two (2)	\$8,000
Prior to the end of/during year three (3)	\$7,000
Prior to the end of/during year four (4)	\$4,000
Prior to the end of/during year five (5)	\$2,000

3. The Employee must repay the District within three months after leaving employment for any reason, including resignation or termination from employment.

  
\_\_\_\_\_  
Penny Edmiston, President  
Victor Elementary Teachers Association

5/23/24  
Date

  
\_\_\_\_\_  
Lori Clark, Superintendent  
Victor Elementary School District

5-23-24  
Date

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Victor Elementary School District and Victor Elementary Teachers Association**

**Addressing Compliance of Speech and Language Services**

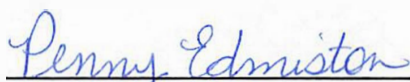
**This Memorandum of Understanding will commence upon ratification and will sunset June 30, 2025.**

At this time there is a shortage of fully credentialed Speech Language Pathologists (SLP). In order to become compliant, we have agreed to the following:

The District will utilize an outside vendor to provide SLP services to students not currently being serviced from Unit Members.

- Students will receive SLP services from a California certified Speech and Language Pathologist.
- The District and VETA will meet and confer at the end of the 2024-25 school year to determine if there is a need to continue services.
- The District will continue to aggressively recruit and hire Speech and Language Pathologists.
- If a part-time fully credentialed SLP is hired and can show proof of medical insurance he/she may opt out of all or part of the benefit package offered by District.


The District and Association further agree this Memorandum of Understanding shall not be deemed as a precedent and shall not, under any circumstances, be used as a basis for extending the same consideration to other employees of the District represented by the Association.



Penny Edmiston, President  
Victor Elementary Teachers Association

5/23/24

Date



Lori Clark, Superintendent  
Victor Elementary School District

5-23-24

Date

VETA Ratification Date: 06/04/2024

Board of Trustees Approval Date: 6/12/2024

TA May 2024

**MEMORANDUM OF UNDERSTANDING**

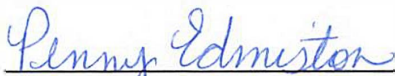
**Between**

**Victor Elementary School District and Victor Elementary Teachers Association**

**Addressing Parent-Teacher Conference Weeks**

**This Memorandum of Understanding will commence pending ratification and will sunset on the last contract day of the 2025-26 school year.**

- Teachers may choose to complete their Parent-Teacher Conferences, Monday-Thursday before and after their contract time, to accommodate parents' scheduling needs.
- Once all parent conferences have been completed via Zoom, phone, or in-person, teachers may leave campus after student dismissal on Friday.
- For parents who could not be reached, the information that would have been shared at the conference will be pre-addressed to the home address by the teacher and placed in the mailbag on the Friday of Parent-Teacher Conference week.
- The schedule of conferences will be given to the principal.



Penny Edmiston, President  
Victor Elementary Teachers Association

5/23/24

Date



Lori Clark, Superintendent  
Victor Elementary School District

5-23-24

Date

VETA Ratification Date: 06/04/2024  
Board of Trustees Approval Date: 6/12/2024

TA May 2024

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Victor Elementary School District and Victor Elementary Teachers Association**


**Addressing Association Rights- President Release Time**

**This Memorandum of Understanding will commence pending ratification and will sunset on the last contract day of the 2024-25 school year.**

**This does not set a precedent or establish past practice.**

**The District shall provide release time for the Association President. The President will:**

- be a Teacher-on-Assignment to provide the flexibility to conduct association business as well as assist with designated district projects and/or programs for the 2024-25 school year.
- be assigned a space at one of the district school sites.
- have the right to return to their original assignment/classroom at the end of the 2024-25 school year.
- be allowed to participate in any supplemental teaching opportunities.
- maintain a daily log to account for the use of time while preserving confidentiality of unit members and association business.

  
\_\_\_\_\_  
Heather Garcia, Chief Negotiator  
Victor Elementary Teachers Association

5/23/24  
Date

  
\_\_\_\_\_  
Lori Clark, Superintendent  
Victor Elementary School District

5-23-24  
Date

VETA Ratification Date: 06/04/2024  
Board of Trustees Approval Date: 6/12/2024

TA May 2024