A G R E E M E N T

BETWEEN THE RIALTO UNIFIED SCHOOL DISTRICT AND THE RIALTO EDUCATION ASSOCIATION CTA/NEA

JULY 1, 2023 THROUGH JUNE 30, 2026

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ARTICLE I: AGREEMENT

A. This is an agreement pursuant to the Rodda Act (SB160) made and entered into this 31st day of March 2026, by and between the Rialto Unified School District, hereinafter referred to as the "District" and the Rialto Education Association/CTA/NEA, hereinafter referred to as the "Association."

B. This Agreement shall remain in full force and effect for a three-year period of July 1, 2023 through June 30, 2026, with reopeners on Salary, Health and Welfare benefits and two (2) articles from each Party.

C. The RUSD and REA will meet every month pursuant to an agreed upon agenda for the purpose of discussing matters of mutual concern as it relates to the implementation of the Agreement and other matters of mutual concern. The Committee shall not supplant the grievance procedure or contract negotiations. Nothing shall preclude either party from having a resource person in attendance when relevant to the discussions.

D. The District shall consult with the Association on the appropriate subject matters set forth in Government Code 3543.2, including teacher orientation activities, in-service education plans, and the school calendar.

ARTICLE II: RECOGNITION

A. The District recognizes the Association as the exclusive representative of all regularly employed certificated employees of the District, excluding management, confidential and supervisory employees, as defined in the Educational Employment Relations Act (EERA) for the purpose of meeting and negotiating. The following classifications are specifically excluded from the bargaining unit:

Administrators	Director
Agent	Executive Director
Assistant Principal	Long Term Substitute
Assistant Superintendent	Principal
Associate Superintendent	Program Specialist
Consultants	Psychologist
Coordinator	Senior Coordinator
Day to Day Substitute	Senior Director
Dean	Superintendent
Deputy Superintendent	Teacher-in-Training

ARTICLE III: DEFINITIONS

A. Association – shall mean the employee organization recognized by the District as the exclusive representative for the unit of employees covered by this Agreement.

B. Complaint – is an informal assertion that a District policy and regulation or administrative regulation or procedure not covered by this Agreement has been misapplied and the misapplication adversely and directly affects the complainant. A complaint is not subject to the grievance procedure, but shall be processed pursuant to Appendix F.

C. Child – shall mean a biological or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

D. Conferee/Representative – may be a unit member selected by the grievant to assist the grievant in presenting and processing a grievance. An Immediate Supervisor with whom a grievance is filed may also choose a conferee in processing grievances.

E. Catastrophic Leave Program – permits a unit member to use the catastrophic sick leave plan pursuant to current procedures and practices when that employee suffers an illness or injury that is expected to incapacitate the employee for an extended period of time or whose family member is incapacitated from illness or injury which incapacity requires the employee to take time off from work for an extended period of time to care for that family member.

F. Daily Rate of Pay – shall mean the unit member's annual salary divided by the number of days he/she is required to be in the District to render service.

G. Day – shall mean any day on which the central administrative offices of the District are open for business.

H. District – refers to the Rialto Unified School District.

I. Domestic Partner shall be defined as follows:

a. Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.

b. A domestic partnership shall be established in California when all of the following requirements are met:

1. Both persons have a common residence.
2. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.
3. Neither person is married or a member of another domestic partnership.
4. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
5. Both persons are at least 18 years of age.

6. Either of the following:
    i. Both persons are members of the same sex.
    ii. One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.
7. Both persons are capable of consenting to the domestic partnership.
8. Neither person has previously filed a Declaration of Domestic Partnership with the Secretary of State pursuant to this division that has not been terminated under Section 299.
9. Both file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division.

c. Have a common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.

d. "Basic living expenses" means shelter, utilities, and all other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person's domestic partner.

e. "Joint responsibility" means that each partner agrees to provide for the other partner's basic living expenses if the partner is unable to provide for her or himself. Persons to whom these expenses are owed may enforce this responsibility if, in extending credit or providing goods or services, they relied on the existence of the domestic partnership and the agreement of both partners to be jointly responsible for those specific expenses.

(Note: Compliance with any other requirements for coverage by the domestic partner's medical plan shall be the responsibility of that particular domestic partnership and subject to acceptance and/or approval by said medical plan's carrier)

J. Good and Sufficient Reason – shall mean the specific grounds for taking any action relative to a given situation that are explicit and appropriate with reference to the situation. Such action will be rational and shall not be arbitrary or capricious.

K. Immediate Supervisor – shall be the first level administrator having immediate jurisdiction over the grievant.

L. Just Cause – shall mean such cause as shall constitute sufficient reason to take an action to meet the needs of a given situation. The action must be appropriate and reasonable given the circumstances it is taken in reference to. The unit member must have fair notice, and action shall in no way affront due process.

M. Parent – eligible dependents shall mean a biological or adoptive parent, a stepparent, or a legal guardian.

N. Same Position – shall mean the subject and/or grade level taught at the same school.

O. School Day – shall mean any day that the unit members are required to render service.

P. Similar Position – shall mean a subject or grade for which the unit member is qualified and certificated. It may be at a different school.

Q. Superintendent – shall mean the Superintendent of the Rialto Unified School District, or his/her designee.

R. Unit Member(s) – shall mean those certificated persons for whom the Association is recognized as the exclusive representative.

ARTICLE IV: NEGOTIATION PROCEDURES

A. The District and the Association may discharge their respective meeting and negotiating duties by means of authorized officers, individual representatives, or committees.

B. Tentative agreements reached during negotiations will be reduced to writing and will have the conditional approval of both parties. Final agreement on any matter in negotiations is only reached when the parties have tentative agreement on all matters in negotiations.

C. Negotiation sessions will begin within fifteen (15) minutes of the agreed upon time and shall not exceed three (3) hours except as agreed upon by both parties.

D. Either team may call a caucus at any time. The team calling the caucus will adjourn to the caucus room provided for them.

E. If a caucus exceeds thirty (30) minutes of the scheduled time for adjournment, the remaining team may leave.

F. Mechanical tape-recording devices shall be allowed during the negotiation proceedings subject to the following ground rules:

1. Each team shall be responsible for its own audio recording of the sessions except that one team may seek a copy of the other team's tape at its own expense. No other reproductions will be made of these tapes.

2. The tapes shall be accessible only to the following persons:

   District: Members of the Board of Education, the Superintendent, Assistant Superintendents, Associate Superintendent, and the District Negotiating Team.

   Association: Members of the Executive Board and the Association Negotiating Team.

3. These tapes shall not be played either in whole or in part by or for any other person or group.

4. These tapes may be kept for the life of the contract affected. At the termination of that contract, they will either be erased or destroyed.

5. Printed excerpts of the tapes shall not be allowed. Entire transcripts shall be limited to those persons listed in F.2 above.

6. Paragraph 5 above does not preclude either team from taking notes that they might use as references or as a basis for issuing written communications.

G. The place, date, time and agenda for each meeting will be established by mutual agreement.

H. Both teams will share any non-confidential information that may be helpful in connection with the review of items under consideration. This backup or supportive information should be delivered to the chairperson of the other team in sufficient time to permit that team to review the information prior to the meeting.

I. This Agreement shall continue in effect through June 30, 2014, and shall remain in full force and effect thereafter on a year-to-year basis, unless one of the parties notifies the other in writing no later than the second regular Board meeting in January of each year of its request to modify, amend, or terminate the Agreement.

1. The Association agrees to present its complete initial proposal to the District no later than the second regular Board meeting in March of each year.

2. The District will set a public hearing on the Association's proposal within a two (2) week period.

3. The District will present its complete initial proposal to the Association within four (4) weeks of the Association's submission of its complete initial proposal.

4. The District will set a public hearing on the District's proposals within a two (2) week period.

J. For the purpose of attending negotiation sessions with the District team, the District will provide a reasonable amount of released time for no more than six (6) persons. Meetings will be held on a rotational basis between instructional and non-instructional time.

K. The Association shall be invited to the budget workshop presentation to the Board of Education.

ARTICLE V: CLASS SIZE

A. Class Size Adjustments

When actual enrollments are known during the first few weeks of school, additional staff will be assigned as needed or teachers will be transferred from schools.

B. Class Size Maximums

On or before the twentieth (20th) day of the school year, the following maximums shall not be exceeded for over eight (8) days without specific approval of teachers concerned. This should be considered the maximum time and every effort will be made to expedite the process. Class counts shall exclude TA's (student teaching assistants). These limits will be interpreted as averages for teacher-student ratio in open space buildings, and other kinds of team teaching and large group instructional situations.

		MAXIMUM	
a.	Elementary (TK)	20	*State funded Grade Span Adjustment (GSA) rules apply. Implementation of Full-Day Kindergarten or a Half-Day Kindergarten program is at the discretion of the District.
	(1:10 adult to student ratio in TK)		
	Full-Day Kindergarten	25:1*	
	Elementary (K-3)	32*	
	Elementary (4-5)	34	
b.	Middle School (6-8)	36	
c.	High School (9-12)	36	

d.	Continuation High School (10-12)	30	
e.	Home Economics & Industrial Technology	32	or the number of operable stations, whichever is lower.
f.	Computers	50	or the number of operable stations, whichever is lower.
g.	Physical Education	50	

h. Performing groups such as, but not limited to, chorus, band, athletic teams, drill teams, drama production – Unlimited

i. Designated remediation classes for competencies Grades 6–12.

Reading	30
Writing	30
Mathematics	30

j. Special Education Classes*:

Preschool SDC	12

(Not to exceed 12 students during the course of a day. The teacher will support the Rialto Preschool Assessment Teacher (RPAT) during their off session on a rotating schedule.)

Preschool Autism	10
Elementary SDC	15
Elementary ED or ESN	12
Elementary Autism	10
Middle School SDC	18
High School SDC	18
Secondary ESN	15
Secondary Autism	12
Secondary ED	12

k.	High School Summer School Classes (English, Mathematics, Social Sciences and Sciences)	40	5 days of summer school to balance the class loads

*The number of RSP/SAI students in core academic classes will not exceed 49% of the students enrolled.

*After the 20th day of the start of the school year, individual unit members may voluntarily accept a maximum of two (2) additional students that exceed the contract class size limit. Unit members who voluntarily accept additional students will be compensated at 0.50% or .005 of the Index Base of the Certificated Salary Schedule for each additional student at a prorated monthly basis. Unit members will be compensated for the actual days the students are enrolled in their class. The maximum of two (2) additional students applies per unit member for all elementary and secondary teachers and all mild/moderate, extensive support need teachers. Compensation will be paid quarterly for students enrolled.

1. When applicable legal requirements impose class size limits, the maximum class size should be either the legal limit or the Agreement limit, whichever is lower.

C. Class Size Initiative

Should the District receive additional funds from the legislature or initiative sources during the term of this Agreement designated for the purpose of reducing class size, the parties shall convene at the request of either party to negotiate those issues appropriately subject to the collective bargaining process.

D. Combination classes will be avoided or discontinued whenever feasible as determined by administration.

E. Kindergarten classrooms will receive one hour of instructional support daily. Kindergarten teacher will direct the instructional activities provided by the support staff.

F. Middle School Counselors (6th – 8th Grades)

Middle schools with less than 1,400 students will be assigned three (3) counselors.

Middle schools with more than 1,400 students will be assigned four (4) counselors.

G. Speech & Language Pathologists

The District will follow the Education Code regarding Speech & Language Pathologist caseloads.

The Speech Language Pathologists will provide supervision and indirect oversight for the Speech Language Pathology Assistants that are assigned to support the workload according to California Regulations.

ARTICLE VI: LEAVES

A. Sick Leave

Each unit member shall be granted one (1) day of sick leave per working month during the regular school year.

1. Unused sick leave shall be cumulative from year to year and shall be unlimited in accumulation.

2. At the beginning of each school year, every unit member shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A unit member may use his/her credited leave at any time during a term of employment.

3. The District shall provide each unit member with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than the beginning of the second month of each school year.

4. A unit member exercising sick leave provision shall notify the appropriate supervisor or designee of his/her need to be absent from service as soon as known. The notification described herein shall also include an estimate of the expected duration of the absence.

5. Verification of absence due to illness or injury for a period exceeding five (5) consecutive workdays shall be provided by the unit member by means of a physician's statement verifying such absence. Such statement shall be submitted to the Immediate Supervisor of the unit member.

6. The Superintendent may for good and sufficient reason require a doctor or physician's statement as proof of any illness or injury.

7. Any unused sick leave credit may be used by the unit member for their illness/injury without loss of compensation. Upon exhaustion of all available sick leave including all accumulated sick leave credit, a unit member who continues to be absent for purposes of this section shall receive for a period not to exceed five (5) continuous school months differential pay, which is his/her current salary less the actual amount paid his/her substitute, or the substitute rate if no substitute is employed. There shall be only one five (5) month period for the same illness or injury. In order to qualify for differential pay, a unit member shall first utilize all of his/her available and accumulated sick leave credit. In no event shall days of differential pay exceed five (5) months in any school year, provided however that if the five (5) month period is not completed in a given school year, the employee may take the balance of the five (5) month period in the subsequent year.

8. Sick Leave Bank

a. A bargaining unit member who suffers a catastrophic injury/illness that is expected to incapacitate the unit member for an extended period of time (more than ten [10] days), shall become eligible to use this catastrophic sick leave plan subject to the restrictions and conditions outlined as follows:

1. The unit member must have exhausted all fully paid leave and must be in a true catastrophic condition in order to receive donated sick leave.

2. A unit member who has exhausted sick leave but still has differential leave available is eligible for a withdrawal from the Bank. Use of the Sick Leave Bank benefit is allowable as a supplement to such differential leave. The District shall pay the unit member full pay and the Bank shall be charged for the differential which the unit member would normally be charged. Withdrawal from the sick leave bank may also be used following exhaustion of differential leave as long as the total does not go beyond the maximum of 60 days.

3. The unit member must be a permanent, not probationary, employee.

b. The use of this Sick Leave Bank shall only be available to those eligible bargaining unit members who have made a donation of two (2) days to the bank prior to their request, and have continued participation under Section e. For the purpose of this article only, "days" shall be defined as each individual employee's regular contract hours at the time of donation to or withdrawal from the Sick Leave Bank.

c. This donation shall be irrevocable. The unit member shall file an irrevocable “Certificated Sick Leave Bank Deposit Form” with the Personnel Services office. A donation to the Sick Leave Bank shall be a general donation and from prior years’ accumulations, and shall not be donated to a specific unit member for his/her exclusive use.

d. The minimum number of accumulated sick leave days available in the unit member's account cannot fall below ten (10) days or 70.0 hours in order to donate days to the sick bank.

e. An additional day of contribution will be required of participants if the number of days in the Bank falls below 100. Unit members who

are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a participant has ten (10) or less days of remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Sick Leave Bank. Cancellation occurs automatically when a unit member who has more than ten (10) days fails to make their contribution under this section.

f. Leave from the Bank may not be used for illness or disability which qualifies the unit member for Worker's Compensation benefits unless he/she has exhausted all Workers" Compensation leave and his/her own sick leave.

g. When the unit member may reasonably be presumed to be eligible for disability retirement under STRS or, if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the unit member from further Sick Leave Bank payments.

h. Following initial enrollment, bargaining unit members may join the Sick Leave Bank during the annual open enrollment period within the first month of school. Bargaining unit members may donate earned sick leave at any time during their work year.

i. Unit members who elect not to join the Sick Leave Bank upon first becoming eligible have a waiting period of thirty (30) duty days after joining the Bank before becoming eligible to withdraw from it.

j. A unit member wishing to use this Sick Leave Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Personnel Services office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider the request of the unit member.

k. The committee shall consist of one person selected by the Employer as a record keeper and three (3) other members selected by the Association president. The committee may grant, reject, or partially grant a request. Approval shall require a majority vote of the Association members on the committee. Any rejection of a request may be appealed to the REA Executive Board for final

action and decision. The timeline for filing an appeal shall be within ten (10) school business days. The REA Executive Board shall render a final decision within (10) school business days following the receipt of the appeal.

l. The maximum number of duty days allowed to be utilized by one unit member for a single catastrophic injury/illness shall not exceed sixty (60) days. A unit member may request a specific number of days on the "Certificated Sick Leave Bank Request for Withdrawal Form."

m. Any days approved that are unused by the unit member shall be returned to the Catastrophic Sick Leave Bank.

n. If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

o. During September of each year, the Personnel Services office shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous fiscal year.

p. Once activated, if the Sick Leave Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank according to the following distribution formula: Total number of hours divided (÷) by current active participants**.**

9. The District shall permit an employee to use, in any calendar year, six (6) days of his/her accrued and available sick leave entitlement to attend to an illness of a child, parent, domestic partner or spouse of the employee.

10. The following Extra Duty Assignments are eligible to be paid at the per diem rate, daily rate with Board approval. Sick Leave is earned as follows:

Extended year SED Program
Full day inter-session

These categories acquire sick leave in the following manner:

DAYS WORKED	SICK LEAVE EARNED
14.1 to 18	6 Hours
18.1 and up	7 Hours

Summer School teachers will be paid at the current negotiated rate submitted on timecards. Absence forms must be submitted. Counselors and Librarians to be paid at their per diem daily rate.

Sick Leave credit for summer school teachers/counselors shall be earned as follows:

HIGH SCHOOL

6.5 or more hours for 17 days = 7.0 Hours of sick leave
4.5 Hours for 30 days = 7.0 Hours of sick leave
3.5 Hours for 30 days = 5.5 Hours of sick leave
2.5 Hours for 30 days = 4.0 Hours of sick leave

MIDDLE SCHOOL

4.5 Hours for 10 days = 2.5 Hours of sick leave
3.5 Hours for 10 days = 2.0 Hours of sick leave
2.5 Hours for 10 days = 1.5 Hours of sick leave

ELEMENTARY SCHOOL

4.5 Hours for 10 days = 2.5 Hours of sick leave
3.5 Hours for 10 days = 2.0 Hours of sick leave
2.5 Hours for 10 days = 1.5 Hours of sick leave

Counselors working summer school shall receive sick leave credit on a pro-rata basis for hours worked (based on 4.5 hours for 30 days).

Individuals who have not completed their assignment do not receive sick leave credit. (The one absence that is chargeable to sick leave counts toward completion of assignment).

Summer school teachers may miss one day of service due to illness without loss of pay (number of hours assigned per day). All other absences are non-paid.

B. Maternity Leave

1. Unit members covered in this Agreement shall be entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom. Sick leave shall not be used for child care or child rearing.

2. The length of such maternity leave, including the date on which the leave shall commence and the date on which the unit member's duties with the

District are expected to be resumed, shall be determined by the unit member's physician. A copy of this report shall be submitted by the unit member to the Personnel Office.

3. When sick leave has been exhausted, unit members shall be entitled to leave without pay. All fringe benefits will be extended by the District for a period of two (2) months for the individual after initiation of the Maternity Leave. Such coverage will be subject to the approval of the insurance carrier.

4. Notwithstanding the provisions set forth above, unit members who are otherwise eligible shall be entitled to the applicable provisions of the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

C. Other Paid Leaves

1. Industrial Accident or Illness Leave

a. A unit member shall be allowed not less than sixty (60) days of such leave.

b. A unit member should report any job-related illness or injury on the appropriate District form to the Immediate Supervisor within twenty-four (24) hours, if possible. In order to qualify for Industrial Accident or Illness Leave coverage, a unit member claiming such leave may be required to be examined by a physician identified by the District.

c. Allowable leave days are granted for those days when the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident.

d. Allowable leave shall not be accumulated from year to year.

e. Industrial Accident or Illness Leave shall commence on the first day of absence.

f. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

g. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

h. During any industrial paid leave of absence, the unit member shall endorse to the District the temporary disability benefit checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

i. Upon conclusion of this industrial accident leave, a unit member may utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred per cent (100%) of the unit member's normal compensation.

j. A unit member returning to service after an Industrial Accident or Illness Leave shall present a release from the authorized member's Workers Compensation physician certifying the unit member's ability to return to his/her position classification without restrictions or detriment to the unit member's physical and emotional well-being.

k. An industrial accident or illness as used in this paragraph means any injury or illness whose cause arose out of or in the course of the performance of services for the District.

l. The District's report of an industrial accident or illness shall be kept on file by the District.

m. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave for leaves granted for industrial accident or illness.

2. <u>Personal Necessity Leave</u>

a. Personal Necessity Leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, or otherwise personally compelling reasons, which necessitate immediate attention, and which cannot reasonably be dealt with during off-duty hours.

b. A unit member may use not more than ten (10) days per year of accumulated sick leave for purposes of approved personal necessity leave. The unit member shall indicate on the district-

prescribed Personal Necessity Leave Request form which reason under paragraph C2(c) or (e) applies to their leave request.

c. Examples of absences which could, on prior approval, be charged against personal necessity are:

1. Appearance in court as a litigant.
2. A condition or circumstance(s) that would result in a serious financial loss without the immediate attention of the unit member.
3. Attendance at funeral services.
4. Absences due to fulfilling obligations of leadership in a recognized professional educational organization.
5. Absences required in completing final oral or written examinations for advanced degrees when such examinations are not offered outside the workday or on Saturdays.
6. Other compelling personal reasons.

d. Unit members seeking leave under this section shall submit the District-prescribed Personal Necessity Leave Request Form to the Immediate Supervisor not less than two (2) workdays prior to the requested beginning date. The completion of the form by the unit member verifies that such leave falls within the definition of Personal Necessity Leave.

e. Unit members shall not be required to secure advance permission, but will be responsible for advising the District at the earliest possible time for leave taken for any of the following reasons:

1. Serious illness of a member of his/her immediate family (as defined in Bereavement Leave).
2. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family (as defined in Bereavement Leave). This shall also include imminent danger to the unit member's home occasioned by a factor such as flood, fire, or other natural disasters.
3. A condition or circumstance(s), beyond the control of the unit member, which makes it impossible for him/her to reach his/her place of work assignment.

f. Personal Business – ten (10) Personal Business days may be used, at the member's discretion. When feasible, unit members shall give the district forty-eight (48) hours advance notice to use Personal Business leave. These Personal Business days shall be reflected as Personal Necessity leave. The Personal Necessity

and Personal Business days shall be inclusive of the ten (10) days annual Sick Leave allotment.

g. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the District of the expected duration of the absence.

h. A unit member shall receive full compensation for not more than ten (10) days per year of approved personal necessity leave as long as they have sick leave available. Immediately upon return to active service, the unit member shall complete the District absence form and submit it to the Immediate Supervisor.

3. Bereavement Leave

a. Every unit member shall be entitled to up to three (3) days of paid bereavement, on account of death of any member of the unit member's immediate family, i.e., mother, step-mother, father, step-father, aunt, uncle, grandmother, grandfather, or a grandchild of the unit member or of the spouse or domestic partner of the unit member and the spouse or domestic partner, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law of the unit member, or anyone other than a tenant living in the immediate household of the unit member.

Certificated Contract	
Employee	**Spouse/Domestic Partner**
Mother	Mother
Father	Father
Stepmother	Stepmother
Stepfather	Stepfather
Grandmother	Grandmother
Grandfather	Grandfather
Grandchild	Grandchild
Spouse/Domestic Partner	
Son	Son
Stepson	
Daughter	Daughter
Stepdaughter	
Brother	Brother
Stepbrother	Stepbrother
Sister	Sister
Stepsister	Stepsister
Aunt	Aunt
Uncle	Uncle
Anyone other than a tenant living in the immediate household.	

b. Upon request, the Superintendent may expand the definition of "immediate family" in the event of extenuating circumstances. In the event prolonged travel is required, the unit member may petition the Superintendent for up to two (2) days extension of the leave. The Superintendent's decision will be final.

If the death is of the unit member's child or stepchild, the unit member shall be entitled to five (5) days. A unit member shall be entitled to five (5) days of paid leave if the travel is out of state.

c. The leave shall not be deducted from sick leave.

d. A unit member exercising this leave of absence provision shall notify the Immediate Supervisor or the appropriate Associate Superintendent as soon as possible and indicate the expected duration of absence.

e. Upon return to active service, the unit member shall complete the appropriate absence form and submit it to the Immediate Supervisor. The District may for good and sufficient reason require additional verification.

f. Bereavement leave must be used within three (3) months of the death of the family member and the employee shall indicate the relationship to the deceased on the appropriate document.

5. <u>Jury or Subpoena Leave</u>

a. A unit member shall be entitled to paid leave to appear in court as a witness when subpoenaed, other than as a litigant, to service on a jury or to respond to an official order from another governmental jurisdiction.

b. A unit member may be entitled to receive his/her regular pay, plus money received for mileage. Any stipend received for jury duty or witness fees shall be automatically deducted from the unit member's payroll warrant following the District's receipt of the employee's jury duty verification and absence slip.

c. In the event a unit member called for jury duty either is not required to report, or is dismissed at or before 11:00 am on a day he/she is otherwise normally scheduled to work, said unit member shall subsequently report to work for the remaining portion of that day.

6. <u>Sabbatical Leave</u>

All certificated personnel who have served the District for seven (7) consecutive years or more shall be eligible to apply for Sabbatical Leave for the purpose of advanced study for one (1) school year or more (1) semester at seventy-five percent (75%) teaching salary which they would have received had they remained in active service, and full fringe benefits. No more than one (1) such leave shall be granted to a unit member in each seven (7) year period. This shall be interpreted to permit a unit member to apply for a Sabbatical Leave during his/her 7th consecutive year of service, thereby entitling said unit member to be considered to take the Sabbatical, if granted, during his/her 8th year of consecutive service.

a. Each year, unless no recommendation is forthcoming from the Sabbatical Leave Committee, at least one (1) Sabbatical Leave shall be granted up to a maximum of one-half of one percent of the certificated personnel of the District.

b. A Sabbatical Leave may be granted for a period of not less than one (1) full semester or more than one (1) full year.

c. Unit members must file an application with the Associate Superintendent, Personnel Services, by November 15 for the following school year or for the fall semester of the following school year, and by April 15 for the following spring semester.

d. The unit member's service records, application for leave, and statement of intention indicating a detailed program of professional improvement shall be reviewed by a Sabbatical Leave Committee. At this time the unit member shall indicate his/her intention of accepting gainful employment while on a Sabbatical Leave. This committee shall be comprised of (1) Chairman: Associate Superintendent, Personnel Services, (2) Associate Superintendent, Instructional Services, (3) Elementary Teacher, (4) Secondary Teacher.

e. Nominations for leaves beginning in the fall will be presented to the Board by the second meeting in January. The Board will approve or reject the nomination(s) by the second Board meeting in February. The spring leave nominations will be made to the Board by the second meeting in June and the Board will approve or reject the nomination(s) by the second meeting in July.

f. A unit member who is granted a Sabbatical Leave is required to post a bond guaranteeing service to the District for a period which is twice the amount of time of the leave.

g. Compensation shall be paid the unit member while on Sabbatical Leave in the same manner as if the unit member were in active service in the District. The unit member shall furnish a suitable bond indemnifying the District against loss, including the cost of salary, fringe benefits and fixed charges, in the event that the unit member fails to render service in the employ of the District at least twice the amount of time spent on leave following the return of the unit member from the leave. The bond shall be exonerated in the event that the failure of the unit member to return and render at least twice the amount of time spent on leave is caused by the death or physical or mental disability of the unit member.

h. Upon return, the unit member shall file a written report and, if necessary for purposes of clarification, make a personal appearance before the Sabbatical Leave committee in which the unit member details the objectives met and the educational growth attained. The unit member shall not be considered as having completed the requirements of the Sabbatical Leave until the report has been cleared and approved by the Sabbatical Leave Committee. A college transcript of work taken and grades given shall be submitted, if applicable.

7. Personal Convenience Leave

A unit member may be granted up to a maximum of five (5) days of leave for personal convenience with prior approval of the Superintendent during any school year. Deduction for such approved leave shall be at the prevailing substitute rate. Leave under this provision is not cumulative from year to year.

8. Miscellaneous Paid Leaves

Unless otherwise provided in this Article, a unit member on paid leave of absence shall be entitled to:

a. Return to the same position, if it is vacant, or otherwise similar position which he/she held immediately before commencement of the leave.

b. Receive credit for annual salary increments provided during his/her leave, except as prohibited by law.

c. Receive during his/her leave all other fringe benefits.

d. In the event a unit member's physical or mental condition renders him/her incapable of performing assigned duties, or a unit member's work record reflected a history of brief but repeated

absences due to illness, the Superintendent may require the unit member to consult with and/or be examined by a physician appointed by the District and at District expense.

D. Unpaid Leaves

1. Permanent unit members may request an unpaid leave of absence as provided below.

2. An unpaid leave shall include but not be limited to:

   a. Child Rearing – A unit member who is a natural or adopting parent may request an unpaid leave for the purpose of rearing his/her infant.

   b. Health – A unit member may request an unpaid leave of absence for health reasons.

   c. Study – A unit member may request an unpaid leave of absence to pursue educational improvement and advancement.

   d. Legislative Leave – A unit member who is elected to the state legislature, Congress, or another public office may take an unpaid leave of absence for the length of his/her term or terms in office.

   e. Parental Leave – A unit member may request an unpaid leave in cases relating to pregnancy, miscarriage, childbirth and recovery therefrom. Such leave shall be for no less than the remainder of a semester or one (1) semester or no more than one (1) year.

   f. Disability Allowance Leave – Unit members receiving a disability allowance from the State Teachers' Retirement System shall be placed on an unpaid leave status for the duration of the receipt of such allowance.

   g. Notwithstanding the provisions set forth above, unit members, who are otherwise eligible, shall be entitled to the applicable provisions of the Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

3. A unit member on unpaid leave may participate in the District's insurance program at his/her own expense, subject to the approval of the insurance carrier and the applicable provisions of the Consolidated Omnibus Act (COBRA).

4. A unit member seeking an unpaid leave shall submit a request to the Superintendent indicating any supporting information and the length of the requested leave.

5. For unpaid leaves of thirty (30) working days or less, a unit member shall submit the request not less than five (5) working days prior to the beginning date of the leave. The decision of the Superintendent shall be final.

6. For unpaid leaves in excess of thirty (30) working days, including the balance of the school semester/year, the unit member shall submit the request to the Superintendent for recommendation and presentation to the Board for approval or denial. A unit member requesting such an extended unpaid leave shall submit the request in sufficient time for the Superintendent's consideration and recommendation to the Board of Education.

7. Requests for unpaid leave shall be denied for good and sufficient reason(s) only. Should a unit member's request for an unpaid leave be denied, the reason(s) shall be submitted to the unit member in writing, upon request.

8. A unit member on an unpaid leave shall be entitled to return to the same position, if vacant, or a similar position which he/she held immediately before commencement of the leave.

9. If the unpaid leave was granted for health reasons, the unit member may be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restrictions or detriment to the unit member's physical or emotional well-being.

10. Upon request, the District may extend a unit member's health leave, child rearing leave, and study leave for a maximum of one (1) year; provided, however, that at the end of the extension such unit member shall not be entitled to return to the same position.

11. <u>Miscellaneous Unpaid Leaves</u>

    a. Unless specifically stated otherwise, unpaid leaves are granted without pay or benefits and shall not be credited as time of service.

    b. Unit members shall maintain but not add the earned sick leave or any other rights.

    c. Upon return to service the unit member shall be placed upon the step and column salary placement to which the unit member would have been entitled at the time the leave was granted.

12. Any unit member who violates this Article shall for just cause be subject to disciplinary action.

ARTICLE VII: TRANSFER, ASSIGNMENT AND REASSIGNMENT

A. Assignment means the subject, grade level, classes and/or duties a unit member is designated to perform by his/her Immediate Supervisor.

B. Reassignment means a change of assignment within a school (work location for specialist). Written reasons for an involuntary reassignment or denial of a voluntary assignment application shall be provided if requested.

C. Involuntary Reassignment

1. Unit members may be involuntarily reassigned when it is deemed necessary by the Immediate Supervisor. All criteria being equal, seniority in District certificated service will be given preference. An involuntary reassignment shall be based upon the following criteria:

   a. The demonstrated needs and efficient operation of the school and/or program.

   b. The qualifications including the experience and recent training of the unit member.

   c. The contributions the unit member can make in the new assignment.

   d. Unit member certification and authorization.

   e. The preference of the unit member.

2. Involuntary reassignments shall not be made as a means for punishment for reasons of misconduct.

3. Involuntary reassignment between primary (K-3) and intermediate (4-5) grades or interdepartmental reassignments shall be for legitimate reasons only.

D. Voluntary Reassignment

Voluntary reassignment shall be in accordance with the criteria of sub-section C-1-a through e above. All criteria being equal, seniority in District certificated service will be given preference.

E. Transfer

A transfer is any action by the District which results in a movement of a unit member from one school or location to another.

F. Unit Member Initiated Transfers

1. Any unit member may request a voluntary transfer to any school or assignment for which he/she is credentialed, subject to the following conditions:

   a. Unit members will be able to submit one (1) transfer form at any time during the school year. The unit member may select up to six (6) school sites when they submit their transfer form.

   b. Submission of a request for voluntary transfer shall be in writing.

   c. Unit members shall receive tentative grade and subject assignments by the Friday immediately following spring break.

   d. Properly filed voluntary transfer applications shall be given administrative consideration and shall be valid for a period of one year. The most recent transfer form will be the form that is valid for one year.

   e. Voluntary transfer forms will be accepted at any time during the school year. However, after winter break if the voluntary transfer request is approved, the transfer will occur at the beginning of the following year, assuming the position still exists. Once the transfer is approved, the transfer form with remaining school sites will no longer be valid. Only one voluntary transfer will be granted per school year.

2. The following criteria shall be used in consideration of transfer:

   a. The demonstrated needs and efficient operation of the District.

   b. The contribution the unit member can make in the new position.

   c. The qualifications, including the experience and recent training of the unit member compared to those of other candidates for the position to be filled.

   d. The recommendation of the Immediate Supervisor to whom the unit member is currently responsible, and the Immediate Supervisor where the vacancy exists.

e. Affirmative Action goals of the District.

f. All criteria being equal, seniority in District certificated service will be given preference.

3. When a certificated vacancy occurs during the school year, the following procedure shall be followed:

   a. The Associate Superintendent, Personnel Services, shall review all the requests for transfers that are currently active for the position under consideration.
   b. In the event that one or more requests for a transfer to the position under consideration are from qualified unit member applicants, the District shall be required to interview such unit members before selecting the replacement to fill the vacancy.

4. The filing of a voluntary transfer application is without prejudice to the unit member and shall not jeopardize the present assignment. A voluntary transfer application may be withdrawn by the unit member at any time in writing prior to the notification that the transfer has been approved.

5. The Associate Superintendent, Personnel Services, shall give the unit member and appropriate supervisor(s) official notification of the disposition of the transfer application. No voluntary transfer shall be denied without just cause. If the transfer is denied, the unit member, upon request, shall be provided with the specific reasons for the denial.

6. No unit member shall be pressured to apply for a voluntary transfer.

G. Involuntary Transfer

Involuntary transfers are not to be made as demotions or disciplinary actions. The Superintendent may determine that such transfer is in the best interest of the District, but no transfer shall be made as punishment for reasons of misconduct or without legitimate reasons.

1. Involuntary transfers resulting from change in enrollment, curriculum, change, student program change, budgetary limitations, or other circumstances producing a similar effect upon unit member assignments, shall be at the discretion of the District. For these reasons, transfers between schools may be necessary at any time during the school year. Such transfers shall be in accordance with criteria in F.2 above.

2. Notice of an impending involuntary transfer shall be given to a unit member as soon as possible. All notices of involuntary transfers shall be in writing, if requested, and shall include the reason for transfer.

3. A unit member who is to be involuntarily transferred may apply for a voluntary transfer to any vacant position for which he/she is qualified.

4. An involuntary transfer shall not result in the loss of seniority to a unit member.

5. When it is necessary to transfer unit members under 1 above, voluntary transfer applicants will be given first consideration.

6. Prior to any involuntary transfer being made, either the unit member or the unit member's supervisor may request a conference. Such conference shall be granted. At such conference the transfer may be discussed along with any possible alternative.

7. The District shall furnish transportation of materials and custodial services to assist in relocations necessitated by the closing of a school or the opening of a new school. Every reasonable effort shall be made to notify affected unit members during the regular school year in order to expedite the relocation process. No more than two (2) preschool orientation days shall be made available for affected unit members to relocate.

H. General Provisions

1. The Associate Superintendent, Personnel Services, will issue lists of known vacancies or new positions by email to all certificated staff. The list shall indicate grade, level, subject area, type of program, and the school where the vacancy occurred. Each list will indicate the deadline for unit members to submit their transfer request to the personnel office.

2. A unit member may apply for or submit a request for transfer at any time prior to the filing deadline for specific, posted certificated vacancies. However, the District shall have the right to delay the actual placement or transfer pending acquisition of a suitable replacement. In addition, no voluntary transfers will be granted after winter break until the end of the school year.

3. When possible, District unit members shall be given first consideration in the filing of any certificated vacancy.

4. The determination as to whether a vacancy will be filled rests with the District. However, once that determination is made, the following procedure shall apply:

   a. A vacancy exists whenever there is an unfilled bargaining unit position at a work site. A vacancy also exists when it is determined

that a new position will be added to the site or program and said position must be filled by a certificated employee.

b. Once it is determined that a vacancy shall be filled, the site administrator may implement the provisions of paragraph C (Involuntary Reassignment) and D (Voluntary Reassignment) by filling the immediate vacancy with appropriate site personnel. Once this procedure is completed, it is understood that there may be a position, although not the original vacancy, which may remain to be filled from outside the site or program.

c. After all assignments or reassignments have been completed pursuant to paragraph B above the site administrator shall attempt to fill the vacancy from the current "Request for Transfer" list on file at the District office.

d. If the position is not filled pursuant to the provisions of Section F (as set forth above), the District shall post the vacancy pursuant to the provisions of Section H of the current collective bargaining agreement. It is understood that such a posting may be for inside (unit members) and/or outside-the-District personnel. However, when possible, unit members shall be given first consideration in the filling of any certificated vacancy.

ARTICLE VIII: PERSONNEL FILES

A. There shall be only one (1) permanent personnel file and that file shall be maintained in the District Personnel Department. The "Administrator's file" shall not be forwarded to any unit member's new site in the event of transfer or reassignment or left at the site for any incoming administration in the event the current administrator leaves. Instead, the "Administrator's file" shall remain in the possession of the Administrator who created it as his or her personal property.

B. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.

C. Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

D. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

E. Information of a derogatory nature, except material mentioned in paragraph B above, shall not be entered or filed unless and until the unit member is given notice and opportunity to review and respond thereto. A unit member shall have the right to enter and have comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for that purpose without salary reduction.

F. The person or persons who draft materials to be placed in a unit member's personnel file shall sign the material and signify the date on which such materials were drafted.

G. The District shall keep a log indicating the person(s) other than Personnel Office employees who have examined a personnel file. The reason for such examination shall be noted on the log. The contents of all personnel files shall be kept in the strictest confidence.

H. The District shall maintain the unit member's permanent files at the District's central office. Any files kept by the unit member's supervisor(s) shall not be considered as permanent files even though they contain copies of materials found in the permanent files.

I. The provisions of the section relating to personnel files shall be grievable only insofar as the procedures set forth herein have been violated.

J. The provision of this Article shall be administered fairly and equitably and in a non-arbitrary and non-capricious manner.

ARTICLE IX: EVALUATIONS

A. The District shall evaluate all bargaining unit members in accordance with the following procedure and criteria:

1. Unit member performance shall be objectively evaluated based on evidence obtained through observation, conversation, student performance, unit member records and areas of focus designed by the unit member. Classroom teacher evaluations and objectives will be based on the California Standards for the Teaching Profession (CSTP) as described in this article. Non-classroom teacher unit member evaluations and objectives will be based on criteria described in this article. The provisions of this Article shall be administered fairly and equitably and in a non-arbitrary and non-capricious manner.

2. Evaluation ratings for classroom teachers shall be based upon rubrics developed to describe performance standards for each element of the six Teaching Standards. Ratings will be based on differing expectations (placement on rubrics) for teachers depending on training and experience as shown below:

	Emerging	Exploring	Applying	Integrating	Innovating
1st year teacher*	Unsatisfactory or SWAN	Meets Standards	Meets Standards	Meets Standards/ Exemplary	Meets Standards/ Exemplary
2nd year teacher*	Unsatisfactory	SWAN or Meets Standards	Meets Standards	Meets Standards/ Exemplary	Meets Standards/ Exemplary
3rd year & tenured teacher (except Intern)	Unsatisfactory	Unsatisfactory or SWAN	Meets Standards	Meets Standards/ Exemplary	Meets Standards/ Exemplary

*Refers to years of working in the teaching profession (not just in Rialto)

3. Nothing in this Article shall be construed as restricting or preventing the unit member and the evaluator from informally discussing in a cooperative and constructive manner any and/or all matters relating to this evaluation and these evaluation procedures, or working together throughout the process in a cooperative and constructive manner to complete the process.

4. Classroom presentations by unit members shall be given in a fair and representative manner and shall be relevant to the curriculum involved.

5. Any complaint which may adversely affect a unit member's evaluation shall be reported as soon as possible to the unit member by the Immediate Supervisor. The unit member may arrange a conference with the complainant and a District representative.

6. Information received from undisclosed complainants shall not adversely affect the evaluation of a unit member.

7. All monitoring or observation of the work performance of a unit member shall be conducted openly and with full knowledge of the unit member.

8. An evaluation shall be final and not subject to the grievance procedure unless mistake or failure to follow the evaluation procedures can be shown on the part of the evaluator.

9. Forms for observation and evaluation are found in Appendix D.1- D.5 of this agreement.

10. Classroom teachers with an overall unsatisfactory evaluation resulting from unsatisfactory performance in the areas of teaching methods or instruction shall be referred to the Peer Assistance and Review (PAR) Program as defined in Article XXIII of this agreement. (Ed. Code 44664 (b)). Referrals to PAR shall not be made for unsatisfactory performance in standard 6. (See B-3 for CSTP standards.)

B. Evaluation System

1. The purpose of evaluation is to improve instruction and the learning experiences for all students.

2. The District shall encourage that variety in methods and techniques of instruction be used as necessary to meet the needs of all pupils.

3. Evaluation of classroom teacher certificated unit members shall be based upon the California Standards for the Teaching Profession. All teachers are accountable for all standards as follows:

CSTP 1: Engaging and Supporting All Students in Learning	
Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.	
Element 1A: Focus on Students	
Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.	
1A-1	Create learning experiences that support the academic, behavioral, cognitive, functional, cultural, linguistic, physical, and social–emotional development of each learner.
1A-2	Articulate, plan, and implement learning experiences to support each student in meeting pre-K–12 content and performance standards.
1A-3	Use knowledge of students and a variety of evidence-based approaches to inspire, engage, and strengthen each student's intrinsic motivation to embrace new learning challenges.
1A-4	Implement support systems for student access to learning opportunities that comply with legal requirements and include formal accommodations or modifications.
1A-5	Create a classroom community where each student is given choices, is valued, and experiences active and equitable participation in learning and success.
Element 1B: Knowledge of Students	
Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.	
1B-1	Affirm each student's cultural, linguistic, and racial identities by actively seeking knowledge and approaches for creating culturally and linguistically responsive and sustaining learning opportunities.
1B-2	Create learning opportunities that draw on students' interests, prior experiences, culture, and linguistic assets to support active engagement for each learner.
1B-3	Integrate student voice in planning and sustaining classroom structures and practices by including student participation and encouraging students to provide feedback.
1B-4	Provide learning experiences for language acquisition, using evidence-based approaches that leverage students' linguistic assets and address the diverse needs of all students.
1B-5	Respond to and implement support for students' social–emotional well-being and mental health needs, including those of students who have experienced trauma, homelessness or other situations.
Element 1C: Student Background & Family Engagement	

Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.	
1C-1	Determine the most effective strategies for communicating with families, guardians, and caregivers, including those from under-resourced communities and those who communicate in languages other than English, to explicitly and systematically increase positive connections.
1C-2	Apply evidence-based principles of effective family engagement in partnering with families, guardians, and caregivers to achieve equitable outcomes for every student.
1C-3	Create reciprocal partnerships with families, guardians, and caregivers to better understand students' and families' lives and to work together to enhance student learning experiences.
1C-4	Engage in reciprocal communication about learning, academic, and social-emotional expectations with families, guardians, and caregivers and share systems of instruction and support.
1C-5	Maintain responsive, understandable, timely, and accessible communications with families, guardians, and caregivers about student progress and accomplishments.
Element 1D: Diversity & Equity	
Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.	
1D-1	Establish and maintain positive relationships with each student to promote understanding, respect, and affirmation of diversity.
1D-2	Recognize their own explicit and implicit biases and implement strategies and tools to counter those biases in order to create an inclusive learning community where each student's unique experiences are seen and used as educational assets.
1D-3	Improve student outcomes by addressing individual student assets and needs while creating equitable outcomes for all.
1D-4	Close achievement and opportunity gaps among student groups, focusing on groups with disabilities and those with diverse cultural, racial, self-identity, linguistic, and socioeconomic backgrounds.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning	
Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.	
Element 2A: Learning Environment	
Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.	
2A-1	Support students in embracing diversity by engaging in and facilitating positive interactions in an inclusive and equitable climate with respect to cultural, linguistic, social, religious, and economic backgrounds; learning differences; gender and gender identity; sexual orientation; and family structure.
2A-2	Leverage the diverse cultural and linguistic backgrounds, goals, interests, and abilities of each student to build trusting relationships that ensure that each student learns and thrives.
2A-3	Engage with students in appreciating their own identities and the identities of others and viewing themselves as valued contributors to the community.
2A-4	Encourage constructive interactions among students by modeling, teaching, and practicing skills such as effective communication, emotional self-regulation, conflict resolution, and problem-solving.

2A-5	Nurture students' leadership capacities by facilitating opportunities for students to apply those capacities in purposeful and meaningful ways
Element 2B: Student Behavior	
Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.	
2B-1	Recognize the underlying causes of student behavior, including developmental and individual social–emotional needs.
2B-2	Use evidence-based knowledge to create developmentally appropriate systems and practices that support both individual and collective student growth toward skills that students need in order to meet standards of behavior.
2B-3	Employ culturally responsive and developmentally appropriate and relevant norms, procedures, and supports to strengthen positive behavior and celebrate success.
2B-4	Create and maintain a climate where students feel a sense of belonging and responsibility for their own and one another's learning and well-being.
2B-5	Implement trauma-informed practices and developmentally appropriate positive behavioral interventions and supports that apply restorative justice and conflict resolution practices with individual students.
Element 2C: Organization & Resource Management	
Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.	
2C-1	Implement student-focused learning that is culturally and linguistically responsive and sustaining when designing classroom and school schedules, routines, procedures, and support systems.
2C-2	Organize available resources—time, instructional materials, physical space, and people—within the classroom and across the school to maximize conditions that support student learning and well-being.
2C-3	Coordinate logistics and resources needed to facilitate students' in-person and remote learning.
2C-4	Understand and implement health, safety, and emergency procedures to ensure the collective and individual well-being of all students.
2C-5	Ensure that digital and physical spaces, along with materials, are accessible to accommodate learning and support for students with exceptional needs disabilities and to meet legal requirements.
Element 2D: Inclusive Environment	
Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students' identities are included in classroom interactions and future learning experiences.	
2D-1	Recognize and understand students' commonalities and differences in order to facilitate experiences that enable each student to fully participate and grow.
2D-2	Anticipate student variability and provide appropriate guidance, instruction, resources, and supports to enhance each student's access to challenging learning experiences.
2D-3	Develop and sustain opportunities for students to reflect on, cultivate, and practice social–emotional skills in ways that are developmentally appropriate and culturally and linguistically responsive and sustaining, to optimize equitable academic learning experiences.
2D-4	Support students in learning and practicing ways to express thoughtful and respectful feedback and opinions about others' learning and well-being as well as their own.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning	
Teachers integrate content, processes, materials, and resources into a coherent, culturally relevant, and equitable curriculum that engages and challenges learners to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.	
Element 3A: Knowledge of Subject Matter Content & Pedagogy	
Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.	
3A-1	Explicitly address content and instructional strategies outlined in pre-K–12 state-adopted standards, curriculum frameworks, and technology guidelines.
3A-2	Integrate content-based curriculum, resources, and evidence-based teaching practices with culturally and linguistically responsive and sustaining learning experiences that promote student learning.
3A-3	Apply their knowledge of subject matter concepts, themes, diverse perspectives, and relationships to broaden and deepen each student's academic and social–emotional learning.
3A-4	Arrange subject matter and skills into developmental sequences that facilitate each student's content learning, language acquisition, and social–emotional development.
3A-5	Promote subject-specific language and literacy development for all students by using California's ELA/ELD Framework, ELA/Literacy Standards, ELD Standards, English Learner Roadmap, and Preschool and Transitional Kindergarten Learning Foundations for Language and Literacy.
Element 3B: Connecting Subject matter to Real-World Context	
Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.	
3B-1	Prioritize students' assets, experiences, and knowledge to design meaningful pre-K–12 standards-based lessons that connect to practical and relevant applications.
3B-2	Complement subject matter content with examples, current events, the arts, and other resources that reflect culturally, racially, and linguistically diverse experiences, people, settings, and themes to which students can relate.
3B-3	Review subject matter content, including examining sources of explicit and implicit biases, and organize curriculum to promote understanding of and respect for different experiences, perspectives, and circumstances.
3B-4	Design relevant activities and experiences in which students take an active role in the direction and application of their learning.
3B-5	Incorporate digital literacy and citizenship into lessons, including technical skills, privacy safeguards, and the ethical use of social media, copyrighted materials, and artificial intelligence (AI).
Element 3C: Curriculum and Resources for Specific Students and Student Groups	
Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.	
3C-1	Prioritize and organize curricula at appropriate levels and make necessary adjustments and accommodations, based on student data.

3C-2	Match accessible subject matter content, materials, and equipment to rigorous, relevant, and developmentally appropriate learning sequences.
3C-3	Address the strengths and needs of students who require specific academic, linguistic, social–emotional, and physical accommodations, to provide equitable access to critical content.
3C-4	Focus on content and skill development goals outlined in formal learning plans for students with learning differences and disabilities.
3C-5	Use the California Practitioners' Guide for Educating English Learners with Disabilities and the California Dyslexia Guidelines to address the relevant learning needs of specific individual students.
3C-6	Use the English language development standards, the English Learner Roadmap, and levels of language acquisition to guide the selection and organization of subject matter materials appropriate for individual English learners.
Element 3D: Content and Skills across Subjects	
Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.	
3D-1	Integrate key concepts, themes, and connections across subject matter areas.
3D-2	Establish linkages within and across disciplines and grade levels, using student content standards and state curriculum frameworks.
3D-3	Extend students' interests in learning new or challenging content with inquiry-based learning experiences or projects focusing on real-world applications.
3D-4	Empower students to work on areas for growth and learn new content by integrating their interests with pre-K–12 subject matter and social–emotional strengths.
3D-5	Provide materials and processes that enable students to learn and practice career and social–emotional skills, such as self-reflection, decision-making, creativity, critical thinking, and collaborative problem-solving.
Element 3E: Curriculum Materials & Resources	
Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	
3E-1	Employ the full range of materials, resources, and technologies provided by the school and the district to support students in meeting individual and collective learning goals.
3E-2	Select and use materials and tools that are needed for effective in-person and remote learning experiences.
3E-3	Use specific materials, resources, and technologies to support differentiated student learning of the subject matter content and skills.
3E-4	Use learning materials and resources that reflect diverse cultures, races/ethnicities, and languages to support socially and emotionally relevant subject matter content and skills.
3E-5	Review materials and resources for bias and thoughtfully consider whether they are appropriate for learning experiences directed toward meeting intended content and equity outcomes.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students

Teachers set a purposeful direction for instruction and learning activities, intentionally planning, and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.

Element 4A: Planning Instruction for Student Learning	
Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.	
4A-1	Determine how they teach by considering what students need to learn in order to meet expectations and goals.
4A-2	Consult pre-K–12 standards, frameworks, curriculum guides, and professional sources to integrate effective instructional methods for students to learn subject matter and social–emotional competencies.
4A-3	Structure written plans to articulate how activities and resources—e.g., teacher activities, general student activities, special accommodations, materials, equipment—will be used to create targeted learning experiences to achieve student goals and learning outcomes.
4A-4	Collaborate with diverse groups of colleagues to identify and recognize barriers to equitable access to effective instruction and determine remedies—for individuals and student groups—to include in instructional plans.
4A-5	Review instructional plans after teaching, comparing intended and realized student experiences, instruction, and student learning outcomes, to determine areas of success as well as areas where revising and reteaching may be needed.
Element 4B: Designing and Developing Instuction for Student Learning	
Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.	
4B-1	Consider subject-matter expectations, student identities and interests, student data, social–emotional development goals, curriculum plans, and resources to structure learning activities and to design instruction that enables individual students and student groups to progress.
4B-2	Vary the types of instructional and teaching strategies used, to maximize student engagement in learning, and present opportunities for students to practice different ways of learning.
4B-3	Sequence short-term and long-term instruction and support to reflect student learning goals, district and school priorities, subject-matter curricula, and social–emotional development.
4B-4	Cross-check the alignment of curriculum, instruction, assessment, and professional practice.
4B-5	Deliberately incorporate culturally and linguistically responsive and sustaining teaching and learning experiences into instruction that actively supports student agency.
Element 4C: Facilitating Instruction for Student Learning	
Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.	
4C-1	Teach and reteach key concepts and skills so that each student has opportunities to engage meaningfully in learning and reach identified goals.
4C-2	Use curricular and instructional plans to initiate teaching, and adjust their practice to refocus instruction, based on students' engagement, interests, strengths, and needs.
4C-3	Facilitate self-directed learning, teacher-student interactions, and collaborative group experiences that build students' responsibility for their learning.
4C-4	Provide students with a variety of ways to demonstrate their learning.
4C-5	Conduct and support productive student learning experiences that are offered in-person or remotely.
Element 4D: Adapting Instruction for Student Learning	

Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.	
4D-1	Modify and scaffold instruction, based on evidence-based principles of learning and development.
4D-2	Group and regroup students in ways that promote academic and social–emotional development.
4D-3	Build flexible pathways, processes, and interventions for student engagement that are inclusive and that support student success.
4D-4	Determine what content, skills, instructional strategies, and learning experiences must be adjusted so that each learner progresses, paying particular attention to students with exceptional needs disabilities, students with Individualized Education Programs (IEPs), high-achieving students, and English learners.
4D-5	Differentiate and individualize learning experiences to engage and challenge learners who have mastered content.

CSTP 5: Assessing for Student Learning

Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what students know and can do, and to determine what they need to learn. Teachers use that information to advance and monitor student progress as well as to guide teachers' and students' actions to improve learning experiences and outcomes.

Element 5A: Understanding and Using Assessments

Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.	
5A-1	Deepen and refine their knowledge and understanding of various performance tasks and assessments—diagnostic, formative, and summative—and focus on the information that these assessments provide, along with how it is used in their classroom, school, and district.
5A-2	Administer assessments that fit specific purposes aligned to acquiring relevant and useful information about the knowledge, skills, abilities, and interests of individual students and student groups.
5A-3	Informally assess students' application of academic and social–emotional content and skills, based on consistent interactions with students.
5A-4	Incorporate developmentally appropriate student self-assessment, using supports, (e.g., reflections, rubrics, graphic organizers, learning targets, and success criteria) to guide students.
5A-5	Use bias-free and culturally and linguistically responsive assessments that best help students reach learning and social–emotional goals.
5A-6	Support student agency by providing options for students to demonstrate their understanding of pre-K–12 standards and subject matter.

Element 5B: Interpreting and Using Assessment Data to Inform Student Learning

Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.	
5B-1	Systematically check for student understanding, through observation, analysis of student work, and use of student questions and feedback, to revise curricular and instructional plans.

5B-2	Draw on multiple sources of information to design and implement equitable and accountable reporting and grading practices that reflect student learning.
5B-3	Disaggregate summative, formative, and perception data to create student learning experiences that are specific and differentiated for each learner, in order to meet identified goals.
5B-4	Examine and interpret student performance data to develop and implement equitable and culturally and linguistically responsive plans for student learning.
5B-5	Use technology-enhanced resources and programs that extend capacity to monitor and document student progress accurately and equitably.
Element 5C: Communication of Assessment Data	
Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.	
5C-1	Involve students in developmentally appropriate self-assessment, goal setting, and monitoring of progress, and provide students with options to revise work and demonstrate growth.
5C-2	Engage students, in developmentally appropriate ways, in discussing the assessments they take—what the assessments are, why they are important, formats and directions, how data are used, and, specifically, the ways that the assessment results affect them individually.
5C-3	Facilitate conversations and reflections with students, families, and guardians regarding students' areas of strength and opportunities for growth.
5C-4	Collaborate with specialists to accurately interpret assessment results that apply to the broad range of students with exceptional needs disabilities, as well as to accelerated students, multilingual learners, and students who have targeted learning plans.
5C-5	Articulate goals and working agreements with peers for collecting and exchanging student data that comply with laws and policies related to recording and sharing student information, data access and privacy, and individual and group reporting.
Element 5D: Assessment for Continuous Improvement	
Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.	
5D-1	Apply a variety of methods, including using digital tools, to collect feedback, organize and analyze multiple data sources, and maintain ongoing and comprehensive records of group and individual progress over time.
5D-2	Use performance and perception data, along with student and professional expectations and standards, to guide, monitor, support, and improve curriculum, instruction, and student learning.
5D-3	Collaborate with colleagues to foster conditions in which assessment data are used to create a comprehensive and balanced assessment system at the classroom, school, and district levels.
5D-4	Work with peers to structure data analysis routines to reflect on and collaborate on ways to implement appropriate and effective use of assessments to achieve equitable outcomes.
5D-5	Work with school and district leaders and with families, guardians, and caregivers to gather information about patterns of student performance, especially performance of historically under-resourced students, to inform priorities for equitable academic and social–emotional resource allocations.

CSTP 6: Developing as a Professional Educator

Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching

capacity, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.	
Element 6A: Reflection on Practice	
Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.	
6A-1	Reflect on and analyze their teaching practice and their own social–emotional competencies and how these teacher capacities contribute to each student's learning and well-being.
6A-2	Develop and deepen the skills necessary to sustain ongoing reflection and self-awareness of strengths and areas for growth.
6A-3	Analyze their instructional successes and dilemmas to create next steps.
6A-4	Examine their personal attitudes and biases to understand how these influence equitable and culturally responsive and sustaining student learning and performance outcomes.
6A-5	Reflect on their personal code of ethics, which guides how they teach historically and persistently underserved students.
Element 6B: Focused Professional Learning	
Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.	
6B-1	Use reflection and feedback to create professional goals, at each stage of their careers, that are challenging and relevant to continuous growth as an educator.
6B-2	Engage in professional learning, focused on current, evidence-based content and pedagogy, offered through the county, district, school or by outside agencies.
6B-3	Choose professional learning opportunities and experiences that incorporate relevant, active, and ongoing learning and that address the need to ensure that every student makes progress.
6B-4	Establish peer-to-peer learning that capitalizes on observation and feedback designed to bolster their own and other educators' improvement in key areas.
6B-5	Deepen their cultural responsiveness and anti-bias capabilities by appropriately using approaches and tools that build on students' backgrounds, interests, and experiences and that positively affect students' learning and well-being.
Element 6C: Collaboration with Colleagues	
Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.	
6C-1	Commit to making their practices more transparent by working with colleagues to set clear purposes, goals, and working agreements that support sharing their practices and that result in a safe and supportive environment.
6C-2	Invite feedback from colleagues, mentors, and supervisors and, after considering that feedback, apply what they have learned to strengthen teaching effectiveness and student learning experiences.
6C-3	Accept personal responsibility for upholding professional standards and improving student learning outcomes, and support colleagues in being similarly accountable.

6C-4	Co-develop and sustain a community of practice that promotes professional growth and support around mutually agreed-upon student learning goals and outcomes.
6C-5	Interact with peers, administrators, learning specialists, counselors, paraeducators, and other staff members to develop their expertise in working with the diverse learning needs, interests, and strengths of all students.
Element 6D: Collaboration with Families, Guardians, and the Community	
Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.	
6D-1	Engage in experiences where they respectfully listen to and learn from families, guardians, and community partners about the diverse assets and needs in the communities represented by their students.
6D-2	Work with families, guardians, and community partners to identify local academic and social–emotional support services, including trauma, health, and mental health resources, that can be directed toward improving the well-being of students.
6D-3	Participate, with families, guardians, local education agencies, and community partners, in efforts to coordinate in-school and out-of-school care, learning, and enrichment opportunities.
6D-4	Support school relationships with universities and businesses to create extended learning opportunities and to get updated information about what students need to know and be able to do, upon graduation, for college and career success.
6D-5	Participate in the development of formal learning plans, student study teams, Individualized Education Programs (IEPs), and support plans that provide insights from each teacher's area of instructional expertise to help ensure that specialized instructional supports for students are authentic and meaningful.
Element 6E: Ethical Conduct and Professional Responsibilities	
Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.	
6E-1	Perform non-instructional (or adjunct) duties in accordance with school and district guidelines, policies, contracts, and other applicable expectations.
6E-2	Interact respectfully and supportively with students, colleagues, families, guardians, and community members inside and outside the classroom.
6E-3	Understand and comply with relevant laws and policies related to students' rights and responsibilities; reporting mandates for students' learning, behavior, health, and safety; and confidentiality protections for students, staff, and families.
6E-4	Implement legal imperatives that address each student's learning requirements by making accommodations and modifications, especially for students with disabilities and those with targeted goals.
6E-5	Follow guidelines for the legal, social, and ethical use of technology with students and all members of the school community.
Element 6F: Activating Access and Equity	
Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.	
6F-1	Acknowledge their own explicit and implicit biases and learn practices to eliminate biases that disadvantage students on the basis of their identities and lived experiences or those of their families.
6F-2	Identify and address systemic biases that derive from economic, social–emotional, racial, religious, linguistic, cultural, physical, cognitive, gender-based, or other sources of educational disadvantage or discrimination.

6F-3	Promote equitable outcomes for students, based on relevant and accurate evidence and available research.
6F-4	Develop a climate of trust, engagement, mutual respect, and honest communication, within the classroom, school, district, and community, to consistently make fair and equitable decisions on behalf of each student.
6F-5	Advocate for equity and access in providing for students' educational, linguistic, cultural, social-emotional, legal, physical, and economic needs so that every student can reach educational expectations and goals.
Element 6G: Personal Growth and Well-Being	
Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.	
6G-1	Engage in practices of self-care in order to mitigate stress, maximize well-being, and meet the demands of their personal life and the teaching profession.
6G-2	Actively pursue professional learning and growth opportunities to improve their quality of practice or to build expertise and experiences to take on leadership roles.
6G-3	Cultivate positive and productive relationships with other school staff members to create a climate of safety, trust, and respect that supports efficacy and resilience.
6G-4	Add to and benefit from the broader knowledge base of the professional community.

4. Evaluation of non-classroom teacher certificated unit members shall be based upon the following areas: (For purposes of this article non-teaching unit members positions include, but are not limited to, Counselor, Librarian, Nurse, Resource Specialist Teacher, Reading Specialist, Adaptive P.E., VAPA, Speech Language Pathologist, Itinerant Music Teacher, and Teacher on Special Assignment).

<u>Standard 1 – Adherence to Established Procedures Within the Scope of the Unit Member's Assignment</u>

1.1 Implements established programs and provides required services
1.2 Maintains required records in an accurate and timely manner
1.3 Complies with adopted guidelines and school procedures
1.4 Supports District and school goals and objectives applicable to the unit member's assignment
1.5 Fulfills adjunct duties (as defined in Article XVIII, Teaching Hours, Non-Teaching & Extracurricular Duties)

<u>Standard 2 – Fulfillment of Responsibilities and Duties to Students, Parents and Staff</u>

2.1 Is accessible to students, parents and staff
2.2 Communicates effectively with students, parents and staff
2.3 Works cooperatively with students, parents and staff
2.4 Uses discretion in handling confidential information
2.5 Demonstrates honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities

Standard 3 - Demonstration of Knowledge and Skills

3.1 Demonstrates and applies current knowledge related to the assignment
3.2 Plans work throughout the year to meet required timelines
3.3 Continuously examines and evaluates their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness
3.4 Promote equitable outcomes for students/staff based on relevant and accurate evidence and available research
3.5 Advocate for equity and access in providing educational, linguistic, cultural, and social-emotional needs so that every student/staff can reach educational expectations and goals
3.6 Cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness

5. Evaluator Training

The use of this type of system for teacher performance evaluation requires extensive training for evaluators and orientation for teachers. Evaluators will be trained on the California Standards for the Teaching Profession and techniques for gathering and evaluating evidence in relation to performance rubrics.

6. Counselors will be evaluated based on the California Standards for the School Counseling Profession.

THE CALIFORNIA STANDARDS FOR THE SCHOOL COUNSELING PROFESSION provides a common language and a vision of the scope and complexity of the school counseling profession. With these standards, all counselors can define and develop their practice. The standards address the diversity of California's student population and reflect a system of support services that connects all students to activities and opportunities for academic, career, personal and social development. In promoting the success of all students, school counselors:

STANDARD 1: Professional School Counselor Development
Emphasizes a commitment to continuous professional growth, enabling school counselors to address evolving student needs and refine their practices.
Element 1A: Leadership
Effective school counselors emphasize leadership in the creation of comprehensive school counseling programs. School counselors exhibit leadership qualities through collaboration,

advocacy, utilizing measurable student outcomes, and a dedication to social justice and equity.	
1A-1	develop action plans to yield measurable student outcomes that demonstrate intentionality within the scope of services delivered to all students.
1A-2	promote meaningful change within school communities by strategizing on programmatic needs and gaps in service delivery, and by inspiring solution-focused transformations that benefit students, teachers, administrators, caregivers, and district leaders.
1A-3	communicate the appropriate roles, responsibilities, and duties related to the school counseling profession with educational partners, including, but not limited to students, teachers, administrators, district leaders, board members, families, caregivers, and community partners.
1A-4	model for student and staff the importance of mutual respect and embracing the social, cultural, and linguistic diversities of the school community.
Element 1B: Reflective & Ethical Practice	
Effective school counselors emphasize the importance of upholding ethical mandates and developing a critical reflective practice.	
1B-1	operate consistently within the parameters of federal, state, and local laws, policies, regulations, and statutory requirements.
1B-2	follow mandated reporting protocols.
1B-3	actively integrate ethical practices into their daily work as outlined by the American School Counselor Association (ASCA).
1B-4	assess and develop a plan for areas of professional growth through self-reflective practice.
Element 1C: Professional Development	
Effective school counselors continuously refine their skills, expand their knowledge base, and enhance their effectiveness in supporting the academic, personal, and social growth of their students through ongoing professional development.	
1C-1	stay current on innovations in the field of school counseling and education, by reviewing relevant literature, staying up-to-date with research and informed on best practices.
1C-2	participate in professional learning activities, such as workshops, seminars, trainings, and conferences to enhance their skills and knowledge with the intent of expanding their expertise and staying current within professional practices.
1C-3	belong to state and national professional associations and participate in professional leadership to support the advancement of the profession.
Element 1D: Culturally and Linguistically Responsive School Counseling	
Effective school counselors recognize and leverage the cultural assets and resources students of diverse backgrounds, rejecting biased or stereotypical materials and enhancing the curriculum to embrace their heritage.	
1D-1	address individual assumptions, values, and beliefs to support students' diverse academic, linguistic, cultural, social-emotional, physical, and economic strengths and requirements.
1D-2	integrate students' diverse cultural backgrounds and life experiences into school counseling practices.
1D-3	identify and address systemic bias within a school system.
1D-4	lead comprehensive and culturally sustaining school counseling programs.

STANDARD 2: School-Based Mental Health	
Recognizes the importance of students' emotional well-being and provides the necessary support to ensure a conducive learning environment.	
Element 2A: School-Wide Mental and Behavioral Health Promotion	
Effective school counselors focus on preventive care rather than reactive. Activities associated with this standard include preventing academic and/or social problems by building a healthy learning environment for students. This includes building systems and addressing policies where mental and behavioral health are valued and prioritized and by employing inclusive and culturally responsive strategies that reduce stigma and remove systemic barriers.	
2A-1	collaborate within educational systems to foster a robust, welcoming, and encouraging school environment by employing diverse delivery models and methods such as classroom education, trauma-informed practices, restorative approaches, and culturally responsive techniques.
2A-2	use various mental and behavioral health assessments to understand students' needs, analyze schoolwide data, set up screening procedures, and keep a record of resources for addressing these needs.
2A-3	facilitate culturally responsive and inclusive mental and behavioral health training and educational programs for students, staff, and parents, including, but not limited to, early warning sign recognition, trauma-informed care, and restorative practices.
Element 2B: Student Behavior	
Effective school counselors play a vital role in early identification of students or subgroups who display early signs and symptoms of mental health problems through specialized support services.	
2B-1	design and monitor systems for early identification of students needing additional mental health support.
2B-2	provide targeted interventions that are delivered through individual and group counseling services.
2B-3	facilitate peer mentoring programs to enhance social support on campus.
2B-4	provide immediate support to students, staff, and families during times of crisis.
Element 2C: Addressing Acute and Chronic Mental Health Needs	
Effective school counselors are at the intersection of education with intensive support systems to address acute and chronic mental health needs of students. This includes conducting suicide assessments and working as a conduit for therapeutic treatment of students.	
2C-1	participate in interdisciplinary teams to provide care coordination including identifying, referring, monitoring, and evaluating progress.
2C-2	catalog a list of internal and external resources to meet the diverse mental and behavioral health needs of all students and families.
2C-3	monitor and document student progress within an Individual Service Plan, that could also include Targeted Case Management (TCM) service.
2C-4	work as service providers within reimbursable billing structures such as MediCal, Manage Care, or other medical billing programs.

STANDARD 3: School Counseling Domains
Academic, Postsecondary, and Social Emotional Development Encompasses

Academic, Postsecondary, and Social Emotional Development, fostering a balanced and holistic approach to student development.	
Element 3A: Academic Development	
Effective school counselors foster academic excellence and success for all students by considering individual strengths, needs, and challenges. School counselors collaborate with various educational partners to provide appropriate support, eliminate barriers, and guide students on their educational pathways, contributing to a positive and empowering learning experience for all students within the school community.	
3A-1	collaborate with students to develop academic plans and equitably address academic needs by implementing an ongoing review system that includes, but is not limited to credit recovery, tutoring, skill-based interventions toward meeting promotion and graduation requirements.
3A-2	work with students, teachers, parents, caregivers, and community members, to ensure student academic achievement.
3A-3	provide transitional services between pivotal grade levels that communicate academic expectations and engage students and families in academic planning to meet requirements for continued success.
3A-4	promote rigorous coursework aligned with grade-level expectations, state and national standards, and college and career pathways.
Element 3B: Postsecondary Development	
Effective school counselors work within a cradle to career support system. In a scope and sequence frame, they educate students at all grade levels and prepare students to access various postsecondary options and provide comprehensive information regarding career pathways and financial aid to support informed decision making. Additionally, they educate students and caregivers on the sequential steps needed to prepare for admission into postsecondary institutions and workforce opportunities.	
3B-1	create a robust, equitable, and inclusive preschool to profession system that is differentiated to the diverse needs and interests of all students. This process involves leveraging technology and the forging of business community partnerships and other organizations that can contribute to student career goals, while creating a comprehensive support network that enhances their chances for workforce success.
3B-2	provide personalized counseling for students, accounting for their intellectual strengths, unique aspirations and interests. School counselors guide and advise students about the various postsecondary eligibility criteria and options available to them, such as 2-year colleges, 4-year colleges, technical colleges, the military, apprenticeships, and direct employment opportunities.
3B-3	inform students and families about the necessary steps to apply for postsecondary and work-based learning opportunities. This includes providing guidance on academic requirements such as the A-G and college admission requirements, financial aid application processes like the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application (CADAA), military enlistment opportunities, and participation in specialized readiness programs such as, Advancement Via Individual Determination (AVID) early college program, dual enrollment, advanced placement, and International Baccalaureate Program.
3B-4	provide lessons, workshops, and resources to students and families on topics related to career development, college, and all postsecondary options, as well as workplace and employability skills. These lessons and workshops cover essential topics around employability. Additionally, school counselors work within college and career readiness systems to administer career inventories that help both students and families gain a deeper understanding of the students' career and personal interests and skills.
Element 3C: Transformative Social Emotional Development	
Effective school counselors provide grade-level appropriate Social Emotional Learning (SEL) lessons, fostering emotional intelligence and well-being in students. This comprehensive approach integrates SEL principles into a schoolwide skill-building system, aligned with grade-level standards and SEL benchmarks, ensuring a positive and lasting impact on students' lives both inside and outside the school environment.	

3C-1	develop and implement grade-level appropriate SEL lessons integrated into the instructional program that foster emotional intelligence and well-being in students.
3C-2	provide self management and relationship skills to help students understand the impact of their actions on themselves and others as a guide to navigating challenging situations and promoting their emotional growth.
3C-3	prepare and disseminate resources and training for school staff members, parents, and caregivers on SEL strategies.
3C-4	develop comprehensive schoolwide systems that incorporate SEL principles aligned with grade-level standards and SEL benchmarks. These systems are integrated into various aspects of the school, including classroom instruction, school culture, and extracurricular activities.

STANDARD 4: Multi-Tiered Systems of Support

Implements a tiered approach to intervention and assistance to address the diverse needs of students through a Multi-Tiered System of Support.

Element 4A: CA MTSS Framework

Effective school counselors design and deliver programs and services aligned with the California MTSS framework.

4A-1	design and deliver Tier 1universal interventions in the form of a whole child approach through universal screening, classroom instruction, schoolwide programming, and parent education.
4A-2	provide Tier 2 interventions including small group and individual counseling, consultation and collaboration with school personnel, families, and community partners.
4A-3	support Tier 3 services through individual counseling, suicide risk and threat assessments, safety and reentry plans, brief behavior support plans, intensive progress monitoring, consultation, collaboration and facilitation of referrals.

Element 4B: Data Informed Decision Making

Effective school counselors utilize data to inform decision-making and drive improvements in student outcomes.

4B-1	collaborate with the MTSS team to collect, disaggregate, and analyze school-wide data (e.g., attendance, discipline, etc.) to identify systemic barriers and equity gaps.
4B-2	use data to identify and improve student outcomes including setting measurable goals and monitoring the impact of implementation.
4B-3	employ various data sources, encompassing screening and progress monitoring information to guide instructional choices and counseling interventions and determine transitions within the multi-level prevention framework.

Element 4C: Systems

Effective school counselors foster a school-wide approach aimed at enhancing and refining MTSS to better meet the needs of all students through establishing collaborative partnerships.

4C-1	work in conjunction with educational partners to address challenges specific to MTSS implementation, such as building consensus that identifies and removes barriers that hinder the development of an effective multi-tiered system during the implementation process.
4C-2	assess supports offered through MTSS, ensuring they adopt a strengths-based, culturally responsive approach designed to enhance accessibility and engagement, ultimately striving to promote equitable access for all students. Indicator 4C-3: gather input from community partners, including staff, families, and the community to ensure a comprehensive and inclusive approach to MTSS decision-making.

STANDARD 5: Indirect Services

Coordination, Collaboration, Consultation, & Supervision Focuses on the collaborative efforts of coordination, consultation, and supervision to establish a nurturing and collaborative ecosystem that supports student success through indirect services.	
Element 5A: Coordination & Collaboration	
Effective school counselors emphasize working together with various partners within the school and the broader community to enhance school-based services.	
5A-1	coordinate school and community resources to meet the needs of students and families.
5A-2	actively coordinate and participate in interdisciplinary teams, including union representation, school site council, and other advisory committees.
5A-3	coordinate school counseling professional learning communities (PLCs) to facilitate the implementation of comprehensive school counseling programs and services.
Element 5B: Consultation	
Effective school counselors engage with consultees (parent, teacher, administrator, etc.) with the primary objective of fostering positive change in students.	
5B-1	provide consultative support to teachers and other school staff to effectively address student-related issues and foster academic success.
5B-2	offer consultative support to parents/caregivers, guiding them on matters pertaining to their child's academic, postsecondary, and social emotional needs.
5B-3	engage in consultations with community-based service providers, including state licensed practitioners, to ensure effective communication regarding student progress.
5B-4	consulting with teachers, staff, and families in comprehending how issues are interconnected within broader systems.
Element 5C: Supervision	
Effective school counselors take on the responsibility of overseeing and guiding various professionals, agencies, volunteers, paraprofessionals and pre-service school counselors who provide pupil personnel related services within the school setting as required in law (80049.1(c)).	
5C-1	supervise school-based activities by community-based service providers who do not hold a valid Pupil Personnel Services (PPS) credential but are involved in delivering psychology and counseling services on school campuses.
5C-2	oversee the activities of volunteers and paraprofessionals who are involved in delivering counseling and psychology-related support within the school setting.
5C-3	maintain structured supervisory relationships with preservice school counselors, adhering to effective practices from literature and university fieldwork guidelines.

STANDARD 6: Creating & Maintaining Safe, Supportive, and Inclusive Environments for Student Wellbeing	
Ensures that the school environment is inclusive, safe, and supportive for the overall well-being of students.	
Element 6A: School Climate	
Effective school counselors foster a positive school climate promoting inclusivity, empathy, and respectful interactions among students and staff in order to reduce conflict.	

6A-1	assist students with examining their identities, personal values, biases, and assumptions while fostering understanding and acceptance of diverse cultures and experiences.
6A-2	create opportunities for students to learn communication, problem solving and conflict resolution skills that help them achieve their goals and establish successful relationships.
6A-3	engage in prevention programs and activities aimed at anti-bullying, anti-harassment and violence prevention, while also facilitating peer mediation and conflict resolution.
6A-4	collaborate with school leadership to monitor and evaluate attendance, discipline, and other pertinent data to improve overall school climate.
6A-5	ensure that students from historically marginalized backgrounds, including those from low socioeconomic backgrounds, ethnicity subgroups, English learners, youth in foster care, youth experiencing homelessness, students with special needs are, LGBTQI+, are not subjected to discrimination based on their identity factors.
Element 6B: School Safety	
Effective school counselors contribute to a safe and secure learning environment by being accessible for reporting threats, intervening with students involved in unsafe behaviors and incorporating substance abuse prevention measures.	
6B-1	conduct suicide, threat and risk assessments to identify potential safety concerns and collaborate with relevant educational partners to develop appropriate interventions.
6B-2	educate students, families, and the school community about topics related to substance abuse prevention, including but not limited to conducting awareness campaigns, and providing support to individuals at risk of substance misuse.
6B-3	participate in district and school response team planning and practices and assist in helping students and staff are able to process/understand crisis response drills.
6B-4	create a structured reintegration program for students who are returning to school following suspension or expulsion, incorporating ongoing monitoring and counseling support.
Element 6C: School Engagement	
Effective school counselors foster academic, social, and personal engagement through strategies that promote involvement, collaboration, and a sense of belonging within the school community.	
6C-1	promote school-wide practices that are culturally responsive, trauma-informed, and restorative, fostering environments that are inclusive and equitable.
6C-2	identify and address underlying issues such as learning difficulties, lack of interest, external stressors, attendance, and disciplinary issues, thereby enhancing students' academic engagement with specialized interventions.
6C-3	encourage students to establish connections within peer-to-peer relationships, as well as with younger and older students, teachers, administrators, student support staff, and the broader school community.
6C-4	empower students to identify personal interests, set goals, and explore extracurricular activities or projects that foster personal engagement and a sense of purpose.

C. <u>Pre-Evaluation</u>

1. Orientation to the Evaluation Procedure. The evaluators will acquaint evaluatees with the procedures and requirements of the evaluation system and will provide the evaluatee with a copy of the procedures and the requirements within the first twenty (20) school days of the school year.

2. The pre-evaluation conference shall be held within forty (40) school days of the opening of school.

   a. The evaluator and the evaluatee shall discuss the evaluation system and area(s) of evaluation, and agree upon the evaluatee's area(s) of focus as defined in Section I (Glossary) paragraph 8 and any additional materials, instructional aids and supportive services critical to the function of the program (indicate availability).

   b. All unit members are required to develop from one to three area(s) of focus as defined in Section I (Glossary) paragraph 8 based upon a self-evaluation using the standards rubrics.

   c. Probationary and Temporary teachers shall be evaluated on CSTP Standards 2, 3 and 5 during their first evaluation year and all of the CSTP Standards during subsequent evaluation years.

   d. Permanent teachers shall be evaluated on all standards of the CSTP.

   e. Non-teaching unit members shall develop one to three (3) area(s) of focus as defined in Section I (Glossary) paragraph 8. Each area(s) of focus shall be based on requirements appropriate to their position and aligned with standards 1, 2, and 3 in section B-4.

   f. Pre-evaluation agreements must be written using appropriate forms in Appendix D.1-D.5 with copies furnished for participants including the secondary evaluator, if appropriate, and signed by them.

3. In the event a pre-evaluation agreement cannot be reached within five (5) school days of the initial pre-evaluation conference, the problem will be referred by the evaluator within an additional five (5) school days to the Associate Superintendent, Instructional Services, or the Associate Superintendent, Personnel Services, for final resolution.

4. Agreements are flexible. As such, necessary revisions or changes may be made by mutual agreement. All changes must be signed by the evaluator and the evaluatee including secondary evaluator, if appropriate. A copy of the revisions or changes shall be provided to the secondary evaluator, if appropriate. Should the parties fail to reach agreement on any revisions or changes, the appeal process set forth in section C-3 above shall be followed.

5. Any formal observations (scheduled or unscheduled) done by a secondary evaluator shall be done separately. This does not limit any administrator from completing walk-throughs and observations.

D. Interim Evaluation

1. The observation summaries, conferences and Interim Evaluation Report shall be based upon the evaluatee's area(s) of focus as defined in Section I (Glossary) paragraph 8, the criteria for assessment (see Appendix E) and other area(s) of evaluation set forth in this procedure as previously identified to the evaluatee using the appropriate forms found in Appendix D.1-D.7.

2. Observations

   a. A written summary of each observation shall be made and provided to the evaluatee no later than ten (10) school days after the observation. The summary should include evidence of standards elements observed as listed in B3 or B-4, with special emphasis on standards in the evaluatee's area(s) of focus. This material shall be kept on file by the evaluator for the use of the evaluator and evaluatee.

   b. If the evaluator indicates by written notation a need for assistance or improvement on the part of the evaluatee, a conference shall be scheduled and held no later than fifteen (15) school days after the observation(s). A written program for assistance and/or follow-up shall be developed and mutually agreed upon.

3. Interim Evaluation Reports

   a. The Interim Evaluation conference shall be held approximately midway (75 school days) through the evaluation year. The Interim Evaluation shall include a written summary of each observation and other pertinent data provided by the evaluator or the evaluatee that would impact upon the evaluatee's progress toward the attainment of the evaluation criteria using the appropriate form found in Appendix D.1-D.5.

   b. At this time, any concern(s) relating to the areas of evaluation which have arisen since the Pre-Evaluation Agreement shall be formally identified and mutually agreed upon criteria for assessment shall be developed.

   c. If the evaluator indicates by written notation a weakness on the part of the evaluatee, a written program for assistance and/or follow-up shall be developed with the input of the evaluate.

4. The evaluatee shall provide evidence of progress in the evaluatee's area(s) of focus as defined in Section I (Glossary) paragraph 8.

5. A written copy of the Interim Evaluation Report shall be provided to the evaluatee no later than twenty (20) school days after the interim evaluation conference(s).

6. Within twenty-five (25) school days following the interim evaluation conference, the evaluatee may submit a written response to be included with the Interim Evaluation.

E. Final Evaluation

1. The Final Evaluation Summary and conference shall be based upon the evaluatee's area(s) of focus, the criteria for assessment and any other of the area(s) of evaluation set forth in this procedure as previously identified to the evaluatee using the appropriate form found in Appendix D.1-D.7.

2. The evaluatee shall provide evidence of progress in the evaluatee's area(s) of focus.

3. A summary will be written for each standard based on specific evidence of performance. Records of evidence will be provided to the unit member for any rating given less than satisfactory.

4. A conference between the evaluator and the evaluatee and a written copy of the Final Evaluation Summary and "Criteria for Assessment" forms with evidence and comments shall be completed no later than 30 days before the evaluatee's last scheduled day. This summary shall become a part of evaluatee's permanent personnel file.

5. The evaluatee may submit a written response to be attached to the Final Evaluation Summary no later than the evaluatee's last scheduled school day.

6. Any evaluatee receiving a less than satisfactory rating will have any Assistance Plan (s), Interim Evaluation(s), "Criteria for Assessment" forms with evidence and comments, and Final Evaluation placed in their personnel file.

F. Performance Rating

1. Determining ratings for each element in a standard using descriptors in the rubric:

Unsatisfactory – below expectations in most areas of the element.

Satisfactory with Assistance Needed (SWAN) – meets expectations in most areas of the element.
Meets Standards – meets expectations in all areas of the element.
Exemplary – exceeds expectations in all areas of the element.
Ratings are to be based on differing expectations for unit members depending on overall experience working in the teaching profession (not just in Rialto) as follows:

	Emerging	Exploring	Applying	Integrating	Innovating
1st year teacher*	Unsatisfactory or SWAN	Meets Standards	Meets Standards	Meets Standards/ Exemplary	Meets Standards/ Exemplary
2nd year teacher*	Unsatisfactory	SWAN or Meets Standards	Meets Standards	Meets Standards/ Exemplary	Meets Standards/ Exemplary
3rd year & tenured teacher (except Intern)	Unsatisfactory	Unsatisfactory or SWAN	Meets Standards	Meets Standards/ Exemplary	Meets Standards/ Exemplary

2. The evaluatee shall receive an overall rating of Exemplary, Satisfactory, Satisfactory with Assistance Needed (SWAN), or Unsatisfactory.

3. Determining ratings:

   a. Rating a standard:
   Unsatisfactory
   - Unsatisfactory in three (3) or more elements

   Satisfactory with Assistance Needed (SWAN):
   - Meets expectations in most areas of the standard.

   Meets Standards
   - Meets expectations in all areas of the standard.

   Exemplary
   - Exceeds expectations in most elements and
   - No Unsatisfactory or SWAN elements

   b. Rating the overall evaluation:

   Unsatisfactory
   - Unsatisfactory in two (2) or more standards or
   - One (1) or more standards in standards 2, 3, or 5 for first year Probationary teachers

   Satisfactory with Assistance Needed (SWAN):
   - Meets expectations in most of the standards.

   Meets Standards
   - Meets expectations in all of the standards.

   Exemplary
   - Exceeds expectations in most standards and
   - No unsatisfactory or SWAN standards.

c. An overall rating of unsatisfactory must be supported by a minimum of four (4) observations, which shall include both a scheduled and an unscheduled observation prior to the interim evaluation and a scheduled and an unscheduled observation after the interim evaluation prior to the final evaluation.

4. Evaluatees receiving either an Unsatisfactory or a Satisfactory with Assistance Needed (SWAN) evaluation rating shall be provided specifically set forth areas of deficiency and areas of recommendation for improvement.

5. If a Satisfactory with Assistance Needed (SWAN) or an Unsatisfactory rating is received, then the evaluator and the evaluatee shall develop a written Assistance Plan for improvement with the input of the evaluatee. The appropriate standards rubrics and evidence will be the basis for this plan and shall include the following: (see C-3 for resolution process)

   a. Identification of specific deficiencies.
   b. Specific expectations.
   c. Methods for assessment.
   d. Program of assistance.
   e. The date by which satisfactory progress in the correction of the deficiencies should be demonstrated.

6. The evaluatee shall sign all of the written evaluation summaries to signify only that he/she has read the document and has been provided the opportunity to respond in writing. The written response, if any, shall become a part of the evaluatee's final evaluation. (See E-5)

G. Frequency of Formal Evaluation

1. The evaluation process for probationary certificated personnel shall be completed annually.

2. The evaluation process for permanent certificated personnel shall be completed at least every other year.

3. Unit members with permanent status who have been employed at least ten (10) years with the school district, are highly qualified, as defined in Federal and State regulations (ESEA), and whose previous evaluation rated the unit member overall as satisfactory or exemplary using the standards-based evaluation defined in this article, shall be evaluated every five (5) years if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, notice and the reason(s) for return to the two-year evaluation cycle shall be provided in writing to the unit member. For the purposes of this section, a year of

employment shall count if the unit member has served in their assignment for at least seventy-five (75) percent of the days required in the unit members work year. The ten (10) years of employment need not be continuous.

4 Permanent employees receiving a Satisfactory with Assistance Needed (SWAN) evaluation shall be evaluated annually on the area(s) identified as needing improvement until the employee receives a Satisfactory Evaluation.

5. Permanent employees receiving an Unsatisfactory Evaluation shall be evaluated annually until the employee receives a Meets Standards Evaluation, or is separated from the District.

H. Differentiated Evaluation

1. Eligibility for differentiated evaluation

   a. Permanent satisfactory or exemplary teacher
   b. Completion of two consecutive evaluation cycles as a teacher in the Rialto Unified School District
   c. Mutual agreement with the principal
   d. Voluntary – teacher may choose to continue in the process designed for other permanent teachers

2. Differentiated evaluation criteria

   a. Issue(s) chosen for study must concern the teaching and learning process in relation to improving student performance.
   b. Issue(s) must be within the teacher's scope of influence.
   c. Issue(s) must be mutually agreed upon with evaluator.
   d. Classroom observations and follow-up meetings conducted by an administrator, based on CSTP, would still be done in order to stay in touch with classroom activities.
   e. Projects for differentiated evaluation shall be completed within the two-year evaluation cycle and reported as specified in #4 below.
   f. Satisfactory and exemplary teachers shall have the opportunity to participate in the differentiated evaluation process every other cycle. A standard evaluation process will be used in the subsequent evaluation cycle.

3. Differentiated evaluation options

   a. Action Research – The individual teacher or a group of teachers with a shared interest examines practices in their own classroom(s) or school and develops a plan that includes:

- Identification of the problem or issue
- Student outcome
- Data collection strategies (minimum of three (3) sources)
- Implementation
- Data analysis
- Reflection
- Review with evaluator

b. National Board certification.

c. Individual proposal by a teacher or group of teachers, with agreement of evaluator that meets the criteria of section 2 above.

4. Differentiated evaluation reporting requirements

a. Periodic progress reports at the end of each semester or trimester.

b. Portfolio presented to the evaluator, which would include:
   - Self-assessment and reflection on the process and outcomes of the activity including next steps.
   - Student work samples and other artifacts.

I. Glossary

1. Assessment
   Judgment of teaching performance based on evidence and compared to a set criteria.

2. Evaluation
   An over-all judgment of teaching performance based on a series of objective assessments collected over time.

3. Program for Assistance (Assistance Plan)
   A written assistance plan developed by the evaluator and the evaluatee that specifies responsibilities of each party to support improving the evaluatee's performance.

4. Criteria
   A standard for assessment based upon the California Standards for the Teaching Profession.

5. Evaluatee/Unit Member
   Employee who is being evaluated and belongs to the Certificated Bargaining Unit represented by the Rialto Education Association.

6. Evaluator

a. Primary Evaluator - A Board-certified and trained certificated evaluator legally responsible for the evaluation of unit members under his/her supervision.

b. Secondary Evaluator - An evaluator from the list of Board certified and trained evaluators requested by the evaluatee for the purpose of gathering data for input regarding a specific evaluation. The evaluator is optional and may be utilized only at the request of the evaluatee.

7. Goal
A statement of broad direction or intent that is general and not concerned with a particular achievement within a specified time period.

8. Area of Focus
Element(s) of a CSTP standard that a unit member will emphasize while continuing to develop his/her teaching practice.

9. Standard
A guide for unit members as they define and develop their practice.

10. California Standards for the Teaching Profession (CSTP)
Six interrelated categories of teaching practice that together represent a developmental, holistic view of teaching intended to meet the needs of diverse teachers and students in California.

11. Element
Identifies a key area within the domain of a standard.

12. Evidence
Data gathered from multiple sources that is observable and objective (not influenced by the observer's perspective).

ARTICLE X: SAFETY CONDITIONS

A. When a unit member is assaulted by a student, in connection with their assigned duties, and within their course of employment, the assault shall be reported to the principal, administrative designee or other immediate supervisor within a 24-hour period. The unit member shall also fill out the appropriate incident report.

The school/work site administrator shall hold a meeting before the student is returned to the classroom to discuss options and create a plan to move forward with necessary staff in attendance.

If the assault involves a student with a 504 plan or IEP, staff will adhere to mandates outlined by federal and state laws.

1. Having followed due process, unit member may suspend a student from his/her class for the day of the suspension and the day following for continued abuse of unit members or assault or battery upon unit members or any threat of force or violence directed toward unit members. The conduct for which the student is to be disciplined must be related to school activity or school attendance.

2. A unit member may, when necessary, use reasonable physical control over pupils in the performance of his/her duties in the interest of self protection or of the protection of others. Under such circumstances the unit member must act in a “reasonable and prudent manner” with mature judgment.

3. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the Superintendent relating to the incident.

4. When a unit member judges a student to be potentially violent, he/she will make a referral to the Immediate Supervisor who will take appropriate action. This action will be communicated to the unit member in writing if requested.

5. Pursuant to Education Code Section 49079, the District shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any subdivision of Section 48900, except subdivision (h). The District shall provide the information to the teacher based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency regarding a pupil described in Education Code Section 49079. Any information received by the teacher pursuant to this provision shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

6. The District or District officer or employee is not civilly or criminally liable for providing information under Education Code Section 49079 unless it is proven that the information was false and that the District, District officer or employee knew that the information was false, or was made with a reckless disregard for the truth or falsity of the information provided.

B. Unit members shall not be required to work under unsafe or unsanitary conditions or to perform tasks which endanger their health or safety.

1. A unit member shall have the responsibility to submit written recommendations to the Immediate Supervisor regarding apparent unsafe working conditions, facilities, equipment, and repairs and modifications

designed to ensure compliance with applicable standards of law and the provisions of the District fire and liability insurance policy.

2. Unit members have the right to request the Immediate Supervisor to correct any unsafe working condition. Should the Immediate Supervisor fail to do so within a reasonable time, the unit member shall also have the right to report unsafe working conditions to the California Occupational Safety and Health Agency.

C. Unit members shall dress in a safe and professional manner consistent with good common sense. The site administrator shall hold an informal conference with the unit member in cases of dispute.

D. Unit members who are required, or authorized, as part of their job duties, to operate District vehicles or heavy equipment, and are involved in an accident; or when an employee has a pattern of serious repeated accidents, the unit member may be required to undergo drug and/or alcohol testing when approved by Personnel Services or Risk Management.

E. Replacement or Repair of Unit Members' Personal Property

1. The District will set aside annually an amount sufficient for reimbursing unit members under the terms of this Article. The District may pay the cost of replacing or repairing property of a unit member such as eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the unit member or vehicles, when such items are damaged in the line of duty without fault of the unit member or if such property is stolen from the unit member by robbery or theft while the unit member is in the line of duty.

2. The District may reimburse a unit member for the loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices subject to paragraph 4c below.

3. If the items are damaged beyond repair or stolen, the actual value of such items may be paid. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation. Each claim by the unit member will be judged on its individual merits.

4. Payments shall be based on the following:

a. No payment shall be made for any item having a value of less than ten dollars ($10.00) at the time of damage or theft, nor shall any payment be made or repairs of less than ten dollars ($10.00). The maximum payment for any one loss shall not exceed five hundred

dollars ($500). Payment shall be subject to the availability of funds authorized by the Board of Education for this specific purpose.

b. A written request for reimbursement for damage to property shall be filed by the unit member with the Director of Personnel Services within thirty (30) days of the date of loss and shall be signed by the unit member, the Immediate Supervisor and the appropriate Associate Superintendent. The District may review and/or investigate any request for reimbursement as it deems necessary before granting reimbursement.

c. Reimbursement for loss, destruction, or damage by arson, burglary, or vandalism of personal property used in the schools or offices is provided only when approval for the use of personal property in the schools or offices was given before the property was brought to the school or office and when the value of the property was agreed upon in writing by the person bringing in the property and the Immediate Supervisor.

d. Reimbursement for repair of vehicle damage shall be limited to payment of the deductible amount of the unit member's insurance policy not to exceed five hundred dollars ($500) for damages resulting from malicious acts of others while a vehicle is parked or driven on or adjacent to the school or at the site of authorized District activities. Reimbursement for repair of vehicle damage for these unit member's who do not have a deductible insurance policy shall be limited to the actual cost of repair not to exceed five hundred dollars ($500). Collision, theft of an entire vehicle, any optional equipment attached thereto, such as hubcaps, a radio or tape deck, including tapes and cassettes, CD players, including CD's, cellular phones, air bags, and damage to a vehicle resulting from actual theft of the vehicle are specifically excluded from this coverage.

e. When the claim involves a vehicle or theft of property, a report shall be made to the police as soon as possible and the police report number included with the claim.

f. No reimbursement shall be made for mysterious disappearance, accidental damage or any other loss suffered because of lack of personal supervision or failure to keep property in a locked area where such security is available to the owner.

g. The property shall not remain in the District over a weekend, on holidays or during vacation periods without the specific approval of the Immediate Supervisor.

h. The unit member must assign to the District the right of subrogation to the extent of any payment made by the District.

i. Recommendations for payment shall be made by the Superintendent and his/her decision will be final.

F. When a heat wave (predicted temperatures of over 102 degrees F.) is predicted that will exceed two (2) days, the Superintendent will monitor the National Weather Service in Riverside on the first day, and every day thereafter of the predicted heat wave. The Superintendent will order minimum days for students at non-air-conditioned work-sites when the temperature for the following day is predicted to exceed 102 degrees F.

G. Examination for tuberculosis will be required of all unit members every four years. The District will reimburse the unit member the equivalent of the rate charged by the County Health Department. The unit member must submit a receipt to the District.

ARTICLE XI: UNIT MEMBER RIGHTS

A. Unit members shall have the right to form, join and participate in the activities of employee organizations. Unit members shall also have the right to refuse to join or participate in the activities of employee organizations.

B. Employee application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.

C. Neither the Association nor the District shall impose or threaten to impose reprisals on unit members, to discriminate against unit members, or otherwise to interfere with, restrain or coerce unit members because of their participation or nonparticipation in Association activities, or for exercising their rights provided by this Agreement.

D. Work rules at the individual school sites shall be fair and reasonable given the peculiar site and instructional level requirements. These work rules may be suspended in emergency situations.

E. A unit member's notification to the District that he/she intends to resign shall remain revocable until such time as the Board takes action on such notification.

ARTICLE XII: ORGANIZATIONAL SECURITY

A. Professional Dues

1. Voluntary Payroll Deduction

Any unit member who is a member of the Association, or who has applied for membership may voluntarily sign and deliver to the Association an assignment authorizing deduction of unified membership dues and assessments of the Association from the unit member's pay. Following submission of this authorization to the District, the District shall deduct one tenth of such dues from the regular salary pay warrant of the unit member each month for ten months.

2. Alternative Payment Arrangements

If an Association member fails to pay membership dues and/or assessments through the voluntary payroll procedure specified in section A.1 above or directly to the Association, the District shall, at the request of the Association, begin automatic payroll deductions for such Association member as provided in Education Code 45061.

3. Implementation

The District shall be obligated to implement Association monthly dues deduction if an Association member's authorization is submitted by the Association to the District at least twenty (20) days prior to the issuance of a pay warrant.

4. Notice

The Association shall notify in writing the District and the unit members as to the amount of membership dues for the coming year by August 9th of each year.

5. Assessments

If the Association wishes to implement an assessment, it shall notify the District at least twenty (20) days prior to the issuance of the affected payroll warrant(s) of the amount of the assessment.

6. Information Requests

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

B. Transmittal Requirements

The District agrees to remit the membership dues deductions to the Association each month and to provide an alphabetical list of all unit members for whom deductions have been made.

C. Other Deductions

Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings, insurance, and District-approved charitable donations.

D. Indemnification

1. Transmittal of Funds

The District shall not be liable to the unit member or the Association or have any responsibility for any funds beyond transmittal in accordance with this Article.

2. Hold Harmless

The Association shall indemnify, defend, and hold harmless, the District, the District's Board of Education, including each individual school Board Member, employees acting within the scope of their employment, and agents and representatives of the District against any and all claims, demands, suits or other forms of liability, including, but not limited to, damages, judgments, fees, fines, court costs, attorney fees, penalties or awards resulting from any court, or PERB order, judgment or settlement which results from an action against the District by reason of, or resulting from, the operation of this Article, except in cases where the Association seeks redress for the District's failure to comply with the operation of this Article. The Association shall bear all reasonable costs of defending against any and all such claims, demands, suits, or other forms of liability, including, but not limited to, court costs, attorney fees and all other costs of litigation.

3. Association's Responsibility

Upon commencement of such legal action, the Association shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or Association because of such action shall or shall not be compromised, resisted, defended, tried, or appealed. The Association's decision thereon shall be final and binding upon all Parties protected by this Article.

4. District's Responsibility

Within ten (10) days of proper service of a claim, demand, suit or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents

received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

ARTICLE XIII: SAVINGS

A. If any provision(s) of this Agreement are changed by legislative action in that they are mandated or prohibited, the law shall control and such provisions will be deemed valid or invalid as provided by the law. If any provision(s) of this Agreement are held to be contrary to the law by a court of competent jurisdiction, such provision(s) will not be deemed valid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

B. In the event of suspension or invalidation by competent external authority of any provision of this Agreement, the parties shall, upon written request of either party, meet and negotiate within thirty (30) days after such request for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XIV: DISCIPLINARY PROCEDURE

A. The District shall have the right to warn, reprimand, discipline, reduce in rank or compensation, deprive of any professional advantages, or suspend with or without pay, any unit member for just cause. "Just Cause" shall mean such cause as shall constitute reason to take an action to meet the needs of a given situation. The action must be appropriate and reasonable given the circumstances it is taken in reference to. The unit member must have fair notice, and action shall in no way affront due process.

B. The District agrees to adhere to the concept of progressive discipline and remediation. Progressive discipline shall include notification, verbal warning(s), written warning(s), written reprimand(s) and suspension, with or without pay. Nothing shall preclude the District from assessing any form of discipline provided it is consistent with the definition of just cause as defined in section A.

C. In the case of a written warning or reprimand, the unit member may submit a response within ten (10) school days of receipt of said written warning or reprimand which shall be placed in the unit member's permanent personnel file along with the written warning or reprimand.

A written warning may be removed at the request of the unit member at the end of the twelve (12) month period following the date of its issuance provided no similar incident occurs during the period. A reprimand may be removed at the request of the unit member at the end of the thirty-six (36) month period following the date of its issuance provided no similar incident occurs during that period.

D. Alleged violations relating to the issuance of a written warning or reprimand pursuant to this Article shall be limited to the following appeal procedure. The

unit member shall have the right to representation by the Association in all discussions related to written warnings or reprimands.

1. The unit member may appeal directly to the Director of Personnel Services within ten (10) school days of receipt of the written warning or reprimand. The Director of Personnel Services shall hold a meeting with the unit member within five (5) school days of receipt of the request from the unit member for the purpose of hearing the appeal. The Director shall issue a written response to the unit member within five (5) school days of the meeting.

2. If the unit member is not satisfied with the disposition of the appeal by the Director of Personnel Services, he/she may appeal to the Associate Superintendent, Personnel Services, within five (5) school days of the receipt of the written response from the Director of Personnel Services.

   The Associate Superintendent shall hold a meeting within five (5) school days of the unit member's request. The Associate Superintendent shall issue a final determination as to the disposition of the written warning or reprimand within five (5) school days following the meeting. This determination shall not preclude consideration of the facts and circumstances relating to prior written warnings and/or reprimands for the purpose of determining just cause as part of a disciplinary hearing involving a recommendation to suspend the unit member.

E. The District may suspend a unit member with or without pay for up to ten (10) school days in any one (1) school year, pursuant to the following provisions:

1. The suspension shall be based upon just cause, as defined in section A, and shall include, but not be limited to, insubordination, failure to perform assigned or expected duties, unprofessional conduct, excessive absenteeism or tardiness, or the causes set forth in E.C. 44932.

2. The District shall give written notice to the unit member and the Association of the District's intent to suspend prior to such action being taken except as otherwise provided in section F of this Article. The "Notice of Intent to Suspend" shall include the intended action, a statement of charges, a statement of the particular facts upon which the charges are based, the effective date(s) of the intended action, and a statement that the employee has a right to appeal the proposed suspension to the Director of Personnel Services. The unit member shall have the right to representation by the Association. The unit member shall have ten (10) school days from the receipt of the Notice of Intent to Suspend to appeal to the Director of Personnel Services.

3. Following receipt of the unit member's intent to appeal, a meeting with the Director of Personnel Services shall be held within five (5) school days to hear such appeal.

4. If following the appeal hearing, the District determines that action should be taken, the unit member and the Association shall be given written notice of said determination within five (5) school days of said hearing.

5. The unit member shall have five (5) school days following receipt of the District's response to file an appeal with the Associate Superintendent, Personnel Services. If the appeal is not resolved within five (5) days of receipt of the appeal, the unit member may request mediation pursuant to the provisions of Article XV: Grievance Procedure, section G, Mediation of this Agreement. If the matter is not resolved in mediation, the Association may request arbitration under the terms of the expedited arbitration procedures set forth in this Article.

F. A unit member may be relieved of duties by emergency suspension. An emergency suspension involves a situation presenting a clear and present danger to the health or welfare of students and employees, or the safety or protection of persons or property. In such cases of emergency suspension, the District may immediately suspend the unit member without issuing a Notice of Intent to Suspend. The Association shall be concurrently notified of the emergency suspension.

G. A disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. An employee offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the settlement before approving the settlement in writing.

H. The arbitration of appeals from suspension shall be pursued in an expeditious manner in accordance with the following guidelines:

1. There shall be no court reporter present, nor shall a transcript be made of the procedures.
2. Both parties may close with oral argument. Post-hearing briefs will not be allowed.
3. The arbitrator shall prepare a brief summary of the findings of fact and an award within forty-eight (48) hours of the hearing

ARTICLE XV: GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, equitable and expeditious solutions to grievances.

2. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his/her Immediate Supervisor, or to have the grievance adjusted, prior to Level III, without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolutions at Levels I and II shall not be agreed upon by the District until the Association has been provided with a copy of the grievance, proposed resolution, and reasons therefore, and has been provided an opportunity to respond.

3. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. In the event the parties essential to the processing of the grievance are out of the District, the timelines should be adjusted accordingly.

4. In the event a grievance is filed at such a time that it cannot be processed through all the levels in this grievance procedure by the end of the grievant's last workday, and, if left unresolved until the beginning of the following school year could result in harm to the grievant, attempts will be made to adjust the time limits so that the procedure may be exhausted prior to the last grievant's workday or as soon as it is practicable.

5. Released time to process grievances shall be arranged in a manner which minimizes the interruption of the instructional program.

6. During the spring and winter vacations the "days" to process grievances will be suspended.

B. Definitions

1. A "day" for purposes of this Agreement is any day which the central administrative office is open.

2. A "grievance" shall mean an alleged violation, misapplication or misinterpretation of a specific provision of this Agreement that adversely affects the grievant. Matters pertaining to discipline shall be handled in accordance with the provisions of Article XIV: Disciplinary Procedures in this Agreement.

3. A "grievant" shall mean the Association or any unit member who files a grievance.

C. Filing, Appeal and Waiver

1. A grievance shall not be valid for consideration unless it is submitted in writing, on the prescribed form, to the Immediate Supervisor, setting forth the facts and specific provisions of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the event giving rise to the grievance. Failure to appeal any grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

2. Failure by the District or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the unit member may appeal to the next level.

D. Computation of Time

In computing any period of time prescribed herein, the time of the act, event, or default for which the designated period of time begins to run shall not be included. The last date of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

E. Representation

After the informal conference, the unit member, administration, or School Board may be represented by any person or agent designated by such parties to act in his/her behalf.

F. Informal Conference

Prior to filing a formal written grievance, the grievant shall first make a good faith effort to adjust the grievance informally with his/her Immediate Supervisor.

G. Administrative Procedures

1. Level I: If the grievance is not resolved through informal discussion with the Immediate Supervisor pursuant to Section F, the unit member must file with the Immediate Supervisor a written grievance on the prescribed grievance form within the twenty (20) day time limitation provided in section C.1. Within five (5) days after receipt of the written grievance, the Immediate Supervisor shall issue a decision in writing to the grievant.

2. Level II: In the event the grievance is not resolved at Level I, the decision rendered may be appealed to the Director of Personnel Services provided such appeal is made in writing within five (5) days after receipt of the decision at Level I. The appeal shall include a copy of the original grievance and the decision rendered at Level I. Copies of the appeal shall be furnished to the Level I administrator and the Association. Either the grievant or the Director of Personnel Services may request a conference

to discuss the grievance, and each party may have one conferee present at such conference. Within five (5) days after receipt of the written appeal, the Director of Personnel Services shall issue a decision in writing to the grievant.

3. Level III: Mediation: If the grievant is not satisfied with the decision at Level II, he/she may, within ten (10) days after receipt of the decision at Level II, submit to the Director of Personnel Services a written request for mediation of the grievance. In this event the Superintendent shall, within five (5) days after receipt of the written request, submit to the California State Conciliation Service a written request for the immediate services of a mediator.

   a. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process.

   b. At the outset of this process, the mediator shall schedule and hold a hearing at which time the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance level. In addition, the grievant shall submit to the mediator a clear, concise written statement of the reasons for his or her appeal to the mediation process.

   c. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

   d. The District and the Association have agreed that Level III of this Grievance Procedure (Mediation) may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) days following the first meeting with the mediator, either party may appeal the grievance to the next level (Arbitration).

H. Arbitration Procedures

In the event the grievance is not resolved at Level II or Level III, the grievance may be transmitted to arbitration as provided herein.

1. The appeal to arbitration must be signed by the grievant and an Association Representative and such written appeal must be filed in the office of the Superintendent within five (5) days after receipt of the decision at Level II or, where applicable, within ten (10) days following the first meeting with the mediator.

2. No grievance shall be considered by the arbitrator which has not first been duly processed in accordance with the grievance procedure and appeal provisions.

3. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after notice to arbitrate, attempt to agree upon the selection of an arbitrator. If an agreement on an arbitrator is not reached, the parties shall, within twenty (20) days after the request for arbitration, request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot. The failure to request an arbitrator from the State Conciliation Service within the time periods provided herein shall constitute a waiver of the grievance.

4. The appealing party shall, at least ten (10) days prior to the hearing, forward to the arbitrator, with a copy to the Superintendent, the written documents relating to Section G of the Grievance Procedure.

5. The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

6. The decision by the arbitrator shall be rendered in writing promptly after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided in this contract and under law. By mutual agreement of the parties the arbitrator shall submit an expedited decision.

7. Each party shall bear its own expenses in connection with the arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party requesting a copy of the transcript shall bear the expense.

8. The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written Agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the arbitrator have authority to add to, subtract from or to alter, amend, or change any of the terms and conditions of this Agreement. In considering any issue in dispute in his/her order, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

9. The exercise of management rights and prerogatives by the Board under Article XVII which are not limited by the express terms of this Agreement shall not be subject to the grievance procedure provided, however, that any action by the Board which suspends, modifies, or amends this Agreement, after it has declared an emergency pursuant to Article XVII, shall be grievable under this procedure to determine whether such action is clearly unreasonable, unwarranted and an abuse of the Board's discretion in relation to the emergency circumstances. A grievance challenging the Board's actions under this paragraph shall be filed in writing with the Director of Personnel Services, and shall be commenced at Level II under paragraph G.

I. Election of Remedies

This Article is not cumulative and shall be the exclusive procedure and remedy for the determination of any claim, the subject matter of which constitutes a grievance. Any unit member who brings an action on any such claim, or on whose behalf such an action is brought, in a court of law or equity, state or federal, or before any administrative tribunal, shall immediately thereupon waive any and all rights under this Article.

J. Miscellaneous

1. In the event a grievance is filed against an Associate Superintendent, the informal conference shall begin with that position. If the grievance is not resolved, the unit member must within five (5) days of the oral response present his/her grievance in writing to the particular Associate Superintendent against whom the grievance is being filed. The Associate Superintendent shall communicate his/her response in writing within five (5) days after receipt of the grievance. In the event the grievant is not satisfied with the written response, the unit member may appeal to the

Superintendent at Level II. Thereafter, the matter may proceed, if necessary, to mediation, then to arbitration.

2. In the event a grievance is filed against the Superintendent, the informal conference shall begin with that position. If the grievance is not resolved, the unit member must within five (5) days of the oral response present his/her grievance in writing to the Superintendent. In the event the grievant is not satisfied with the written response, the unit member may proceed to mediation and, if necessary, then to arbitration.

3. When it is necessary for a representative designated by the Association to attend a grievance proceeding during the day, he/she will notify the Director of Personnel Services to arrange for substitute coverage. If an adequate level of service cannot be maintained, or substitute found, the Association may designate another representative to be released without loss of pay. Released time will not be approved for periods of less than one (1) hour in any workday. Meetings of less than thirty (30) minutes held at the same site shall not be charged against this Article.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

5. Forms for filing grievances and complaints are included in Appendix G.1-G.11 at the back of this Agreement. Forms for serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the Grievance Procedure. The costs of preparing such forms shall be borne by the District.

6. A unit member may be suspended, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantages for just cause.

7. The parties shall have the right to include in the grievance hearings such witnesses as they deem necessary to develop facts pertinent to the grievance. These names shall be made available to both parties upon request. Such witnesses shall be in addition to the conferee that either party may select. Witnesses are entitled to such release time as may be authorized under the Educational Employment Relations Act (EERA).

8. In the event of exigent circumstances involving the processing of an unusual number of grievances at a particular administrative level, representatives of the Association and the District shall mutually agree to reasonably modified timelines.

9. In the event the alleged grievance involves an order, requirement, or other directive made by duly authorized management personnel, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance. Consistent with the rights and responsibilities of an employee, none of the above shall require that a grievant in any way act in a manner that violates criminal or civil law, endangers health, safety, or is violative of the grievant's personal legal rights.
10. In a case of multiple grievance claims on the same issue, the claims shall be consolidated into a single grievance at the option of either party at any stage of the procedure.

11. Pending final determination of a grievance, all proceedings shall be handled in a manner of confidentiality.

12. There shall be no reprisals against any unit member for participating in the Grievance Procedure.

ARTICLE XVI: ASSOCIATION RIGHTS

A. The Association may use school facilities before or after regularly scheduled school hours upon completion of application according to the "Civic Center Act" and those reasonable District procedures pertaining to the "Civic Center Act."

B. The Association may use the intra-district mail system and at least one bulletin board on each campus which is an area frequented by teachers and designated for employee organization use. All materials will be dated and bear the Association's name.

C. Authorized representatives of the Association shall be permitted to transact official Association business on school property as long as there is no interference with the normal operation of the school or disruption of the instructional program. Association representatives will notify the school office when they come on to the campus.

D. Provisions will be made for any Association announcements at the conclusion of each faculty meeting.

E. The Association may designate no more than one (1) unit member who is an Association representative or officer to receive unpaid leave of absence of no less than one (1) semester or more than one (1) year. The District may extend this leave upon the request of such designated unit members.

F. Released Time

1. The District will provide paid substitutes, if necessary, to release Association representatives for the purposes indicated below:

   a. For the purpose of attending negotiation sessions with the District team, the District will provide a reasonable amount of released time for no more than six (6) persons. Meetings will be held on a rotating basis between instructional and non-instructional time.

   b. For the purpose of representing grievants in conferences with management personnel beginning with Level 1 of the Grievance Procedures, sixty (60) hours.

   c. The Association President shall be released from his/her regular duties for the full term of this Agreement in accordance with the following conditions:

      1. The Association President shall suffer no loss of salary, seniority, step/column movement, fringe or any other benefit to which he otherwise would be entitled as a unit member as a consequence of his/her full release time.

      2. An allocation of .12% shall be made from the 4.21% salary schedule increase effective July 1, 1996, for purposes of implementing the full president's full release time. As such, the actual percentage enhancement to the 1996/97 salary schedule shall be 4.09%.

      3. The Association President, while on release time, shall observe the current provisions of the collective bargaining agreement that permits authorized representatives of the Association to transact official Association business on school property as long as there is no interference with the normal operation of the school or disruption of the instructional program. Where possible, advance notification of any visitation shall be given to the site administrator. In the spirit of those provisions, the Association President shall notify the site administrator's office upon entering and leaving the campus.

      4. Upon expiration of the Association President's term(s) of office, he/she shall, if possible, be returned to his/her previous position or otherwise be afforded first choice of any available teaching positions for which he/she is qualified.

   d. In addition, the Association President may use his/her released time to attend P.T.A. Council meetings, District Student Advisory

Committee meetings, and Superintendent/Administrator/District Teas.

2. The above workdays or hours are the maximum amount of time that the District will provide released time with paid substitutes, if necessary, to the Association.

3. The Association may purchase additional released time for its representatives not to exceed twenty (20) additional workdays per year. The Association will pay the District the current substitute teacher's rate for any time used under this provision.

4. The District shall release REA members to hold elected office for the California Teachers Association or the National Education Association. Salary and benefits for released officials shall be paid by either the California Teachers Association or the National Education Association for which the member holds office.

   Prior notification by the Association President to the Superintendent at a reasonable time in advance shall be required. Substitute time will not normally be approved for less than one-half (1/2) day.

G. The last two Wednesdays of each month shall be recognized as Association meeting day. After the regular duty day, the association shall be permitted to conduct meetings. The District shall schedule District or school site meetings at times which do not interfere with the Association meeting day, provided the District reserves the right to assign individual unit members supervisory or other duties as needed at each site.

H. The District shall include in the District Personnel Directory the address and telephone number of the Association office, as well as the name of the Association President.

I. Membership forms will be provided by the Association to be included in new hire packets.

J. The District shall deduct from the pay of unit members and pay to the Association, for the benefit of the Rialto Education Association Scholarship Fund, a fixed amount as authorized, in writing, by the Association. Said deductions shall commence July 1, 2000, and shall continue until rescinded in writing by the unit member. The Association shall notify all unit members of their option not to have said deductions taken by the District. The Association shall also notify its bargaining unit members that any concerns arising from said deductions shall be referred to the Association at the telephone number indicated.

K. Implementation of AB 119

1. DISTRICT NOTICE TO REA OF NEW HIRES

a. The District shall provide REA notice of any newly hired employee, within thirty (30) days of date of hire, via an electronic mail. The notification shall include the following information: full legal name, date of hire, classification, and site.

2. EMPLOYEE INFORMATION

a. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation whose position has placed them in the bargaining unit represented by REA. It also includes all employees who are or have been previously employed by the District and whose current position will place them in the bargaining unit represented by REA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the REA unit.

b. The District shall provide REA with the names and contact information on the REA bargaining unit new hires. The information will be provided to REA electronically via a mutually agreeable secure FTP site or service, within two (2) business days of the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III)
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Home Street address (incl. apartment #)
x. City
xi. State
xii. Zip Code
xiii. Home telephone number (10 digits);
xiv. Personal cellular telephone number (10 digits);

xv. Personal email address on file with the employer of the employee;
xvi. Employee ID;
xvii. Hire date.

c. Periodic Update of Contact Information: The District shall provide REA with a list of all bargaining unit member's names and contact information within two (2) business days of the last working day of September, January, and May. The information will be provided to REA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

i. First Name;
ii. Middle initial;
iii. Last name;
iv. Suffix (e.g. Jr., III);
v. Job Title;
vi. Department;
vii. Primary worksite name;
viii. Work telephone number;
ix. Home Street address (incl. apartment #)
x. City
xi. State
xii. ZIP Code (5 or 9 digits);
xiii. Home telephone number (10 digits);
xiv. Personal cellular number (10 digits);
xv. Personal email address on file with the employer of the employee;
xvi. Employee ID;
xvii. Hire date.

3. NEW EMPLOYEE ORIENTATION

a. "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

b. The District shall provide REA mandatory access to its new employee orientations. REA shall receive not less than ten (10) days' notice of an orientation, except that a shorter notice may be

provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

1. In the event the District conducts a group orientation, REA shall have sixty (60) minutes of paid release time for one (1) REA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.

2. In the event the District conducts one-on-one/small group orientations with new employees, REA shall have thirty (30) minutes of paid release time for one (1) REA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.

c. The District shall include the REA membership application and a REA provided link for an electronic application, in any new employee orientation packet of District materials provided to any newly hired employee. REA shall provide the copies of the REA membership applications to the District for distribution.

d. During REA's orientation session, no District manager or supervisor shall be present.

ARTICLE XVII: DISTRICT RIGHTS AND AUTHORITY

A. It is understood and agreed that the District retains all of its duties, powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, these duties and powers are the exclusive right to: determine its organization; take appropriate legislative action; direct the work of its unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational philosophy, policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns and the kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; develop a budget; determine allocations; raise revenues; and to contract out services and/or work to be done in accordance with law; and to take action on any matter in the event of an emergency.

B. In addition, the District retains the right to select, hire, classify, assign, evaluate, train, promote, terminate and discipline unit members.

C. 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 law.

ARTICLE XVIII:
TEACHING HOURS, NON-TEACHING AND EXTRACURRICULAR DUTIES

A. Unit members shall be required to report to school thirty (30) minutes before the commencement of the first class and shall remain until the dismissal of the last regularly scheduled class at the given site and until such time as their professional duties and obligations are accomplished. Late kindergarten classes shall be excluded from the “last regularly scheduled class” provision.

B. Professional duties and obligations (Item A above) under the direction of the Immediate Supervisor will include:

1. Responsibility for direct supervision, instruction and control of students.

2. Conferences with parents and students arranged at the mutual convenience of both parties.

3. Back-to-school night and open house, annually, with minimum days provided.

4. Staff, department, district-wide and in-service meetings will be held on as-needed basis. Normally such meetings will not exceed sixty (60) minutes. When possible, prior notice of such meetings shall be given. At the elementary level, no meetings shall be held during the ten (10) minimum days of parent teacher conferences as established by the Board approved calendar.

5. Staff, department, district-wide and in-service meetings will be limited to two (2) hours on each of the teacher preparation days at the beginning of the school year, or four (4) hours cumulative on one of the preparation days.

6. At least two consecutive hours of the District-wide professional development day provided on the non-instructional day when returning from winter break will be used for preparation time for all unit members.

7. Staff, department, district-wide, and in-service meetings will be limited to two (2) hours on the last teacher workday of the school year.

8. Supervision/Adjunct Duty

a. General supervision of student activities such as dances, parties, performances, and athletic events are limited to a maximum of four (4) such assignments annually. Assignments will be equitably distributed among all members of the staff of a school.

b. Assignments to a club or class sponsorship, which are voluntary, will be accepted in lieu of supervisory assignments to other non-instructional activities. The school principal shall assign volunteers to such duties as prescribed in procedures implementing this policy.

c. Assignment of middle school teachers to non paid duties such as speech, chorus, art production or non paid athletic coaching assignments will be accepted in lieu of other supervisory assignments.

d. Supervision of night programs, excluding Open House and Back to School Night, shall be voluntary. If teachers and administrators agree to participate in a program or take steps toward its presentation (such as making announcements to parents, conducting student rehearsals, creating costumes, etc.) they will be obligated to follow through with the program or performance.

e. Voluntary tutoring of students after school may be accepted in lieu of supervisory assignments to other non-instructional activities.

9. Preparation/conference periods are to be used by classroom unit members for activities that improve the instructional program, including collaboration meetings with colleagues, conferences, grading assessments and/or assignments, class preparation, attendance at IEPs, SST's, ITM's PTCs and 504 plans and other professional duties and obligations.

10. Whenever practicable, IEP/SST meetings shall be held during the school day. Time limits for the meeting will be established when the meeting is scheduled.

11. Conferences will be held between unit members and a District Administrator at reasonable times and on an as-needed basis.

12. Such other duties and obligations that bear a direct and substantial relationship to their professional duties and obligations.

C. Elementary classroom unit members (grades 1-5) shall have an instructional day not to exceed the minutes stated in this Article.

The District shall provide 16 prep periods during the school year for elementary teachers (grades 1-5). Elementary teachers will also have four (4) agreed upon

District minimum days not designated for Open House, Back to School, and conferences to be used as prep time.

If the District implements full-day kindergarten, then 16 prep periods during the school year will be provided for elementary teachers grades K-5.

If the District implements a district-wide minimum day for elementary schools, the number of agreed upon minimum days not designated for Open House, Back to School, and conferences, to be used as prep time will increase by an additional five (5) days for a total of nine (9) prep days.

D. Unit members (grades 6-12) shall have a maximum of five (5) periods of teaching with an additional one (1) period per day for a preparation/conference period.

E. Unit members who voluntarily teach an extra period during their prep/conference period for a semester shall be compensated at one-sixth (1/6) of his/her per diem rate. Prior to the beginning of the school year, site principals will survey the staff to see who is interested in teaching a 1/6 if needed. Unit members who either teach or substitute on an occasional or random basis shall continue to be paid at the hourly (time card) rate.

1. Occasional one period substitutions. When a teacher is requested to substitute for another teacher by the administration during his/her prep/conference time, the current hourly rate will be paid (no benefits). A time card must be submitted. Note: This includes coverage for coaches who are required to leave school early for games. Substitutes for coaches should be assigned as any period coverage would be assigned.

2. Assignment to a class during the prep/conference period as part of the teacher's regular assignment. The assignment shall be from the first day of work for the teacher after the assignment is made with a specific ending date not to exceed the end of a semester. The teachers must be told that they are expected to stay an additional period beyond the duty day as preparation time. The assignment shall be considered part of his/her regular day, including inservice days and during sick days. The amount will be 1/6th of the teacher's daily rate or current rate, whichever is greater, for the days worked.

   Please note: Teachers requested to work during the prep/conference period at the beginning of any semester must be told the initial assignment is temporary, and a decision to continue the assignment will be made within one month of the first day of service. Do not initiate any additional assignments (non-substitute) without prior District office approval.

3. Secondary Counselors

When providing additional coverage for a counselor that is out for more than five (5) consecutive days, the counselor will be compensated at the current certificated hourly rate for each day they provide coverage. Not to exceed one hour per day, compensation will begin on the sixth day of absence.

F. First year teachers shall not be assigned as roaming teachers (changing rooms each period). Teachers who are assigned to roam shall not be assigned to roam in consecutive years unless it is voluntary.

G. In the event that a particular program is better served by an adjustment in the preparation, planning and conference times, the unit member and the Immediate Supervisor shall mutually agree to make the necessary modifications provided the total time allotted is equivalent to that of other unit members at the same level and site.

H. The work schedule of classes and lunch periods shall be established by the Immediate Supervisor. Every unit member shall be entitled to one (1) duty-free uninterrupted lunch period each day. The lunch period shall be at least thirty (30) consecutive minutes, exclusive of passing periods. Elementary school unit members may be required to supervise students, if necessary, during inclement weather after their thirty (30) consecutive minutes duty-free lunch period.

I. Unit members may not be required to supervise students or to perform any duties not directly related to the classroom assignments during the legally defined lunch period or prep/conference period except in extreme emergencies or instances of flagrant violation of school rules which require immediate action. Elementary teachers may be required during their after-school preparation period for a period to supervise students boarding buses. A duty schedule will be established by the Immediate Supervisor that will provide the minimum number of adults necessary to supervise students and protect pupil health and safety. Whenever possible, at least one site Supervisor will be on duty in the dismissal area(s) daily. Duty schedules shall be established to ensure fairness and equity among staff members.

J. Unit members may be excused from minimum duty hours by the Immediate Supervisor at each school or work location when adequate cause is shown and such absence does not interfere with the performance of basic and essential duties necessary for the operation of the educational and other service programs at the school or work location.

Unit members ending their school year shall be excused after minimum day duty hours by the Immediate Supervisor at each school or work location when their professional duties have been discharged.

K. On days that a unit member is discharging a supervision assignment or adjunct duty outside the basic workday, the Immediate Supervisor may permit the unit member to substitute the time used for a portion of the basic workday provided that this substitution does not interfere with the instruction of students.

L. Unit members will not be required to perform non-professional duties, such as ticket-taking or ticket-selling, commencing or extending one (1) hour or more after the end of the prescribed school day. Professional assignments for which flat rate methods of compensation have been approved do not come within the scope of this policy.

M. "Extracurricular duties" means those duties which the unit member voluntarily accepts and for which he/she shall be paid as enumerated in Appendix B. Employment shall not be conditional on the acceptance of extracurricular duties.

N. Create an advisory committee of two elementary, two middle school, and two high school teachers selected by the Association and one elementary, one middle school, one high school, and two Instructional Services administrators selected by the District to discuss the issues of curricular program development and review issues with existing curricular programs.

O. A unit member must obtain written permission from the Superintendent to take students on a field trip when his/her personal automobile is to be used to transport those students. Written permission shall mean that the trip is a school-sponsored activity with the District being secondarily liable for any personal injuries, deaths or damage to personal or real property arising during the course of such trip. The District shall not be obligated to assume any costs or judgments except as provided in the District's liability insurance policy.

P. The District shall survey the teaching staff at the beginning of each school year and make a list of those who desire to serve as an administrative substitute. Except in emergencies, administrative substitutes will be selected from this list. Those who serve five (5) or more consecutive days longer shall receive 10% of their per diem rate for each day served.

Q. The normal work year shall be 184 days, including 180 student instructional days, for unit members except for those support positions whose jobs require additional days of service for which they receive extra compensation. Teaching days, holidays, inservice days and other days shall be as provided in the annual District calendar. School nurses shall work three (3) days prior to the students starting school and 1 day immediately following the student calendar.

1. The following positions are eligible for extended year and may earn sick leave as follows with Board approval.

   RSP Teacher/Education Specialists, Speech and Language Specialists, Adapted P.E. Teacher and Nurses receive sick leave as follows:

215 Days = Eleven (11) days sick leave
225 Days = Twelve (12) days sick leave

R. Notwithstanding any other provision of this Agreement to the contrary, the District reserves the right to assign each full-time unit member up to the following amount of instructional time per school day:

Transitional Kindergarten	205 minutes
Full-Day Kindergarten	296 minutes
Grades 1 – 3	296 minutes
Grades 4 – 6	316 minutes
Grades 7 – 8	290 minutes
Grades 9 -12	285 minutes

Six (6) full days per year shall be provided to kindergarten teachers instructing 296 minutes for site and District testing upon request with a minimum notice of five (5) school days. Testing time must be taken in full day increments.

*In addition to the 205 minutes of instructional time, each unit member assigned to transitional kindergarten or half-day may be assigned to 60 minutes of instructional time in support of the K-3 instructional program. Transitional or half-day kindergarten teachers shall be engaged in other professional activities that improve the instructional program, including collaboration meetings with colleagues, lesson preparation, conferences, student screening, grading assessments and/or assignments, attendance at IEP's, SST's, ITM's and 504 plans, parent orientation, volunteer/parent training, and other professional duties and obligations when not involved in instructional activities.

For purposes of this section, the term "instructional time" shall mean actual time spent in the classroom (including an activity period for kindergarten) with students during the regular course of instruction. Instructional duties shall not be assigned during a unit member's duty-free lunch period. The above amounts of instructional time provide for a minimum of twenty-five (25) minimum school days at grade levels 1-5, five (5) minimum days at grade levels 6-8, and ten (10) minimum days at grade levels 9-12 for each school year as determined by the Board approved academic calendar. It is the intent of the parties herein under to provide sufficient instructional time to meet the incentive requirements of Education Code 46200 and 46201. This section shall not apply to those programs exempted by Education Code 46201.

S. Special education teachers shall receive the following days for testing and planning time upon request with a minimum notice of five (5) school days. Testing and planning time must be taken in full-day increments and cannot be taken on a Monday or Friday.

- RSP/SAI – Three (3) days
- Mild/Moderate & Extensive Support Needs – Five (5) days

T. An additional prep/conference period will be provided for:

- AVID Coordinator - High Schools and Middle Schools
- Yearbook/Annual Teacher - High Schools and Middle Schools
- Journalism Teacher - High Schools and Middle Schools
- PBIS Coach - High Schools and Middle Schools

Three (3) full release days, one per trimester, shall be provided to all elementary PBIS Coaches. Release days must be taken in full day increments and upon request with a minimum notice of five (5) school days to obtain a substitute.

U. Home Hospital and Home Instruction Teachers will receive 45 minutes of paid prep time at the hourly rate for every five (5) hours of home hospital and home instruction. Home Hospital and Home Instruction Teachers will be compensated at the hourly rate for 15 minutes of wait time when circumstances require the teacher to wait for the student to begin instruction.

ARTICLE XIX: SALARY, HEALTH AND WELFARE BENEFITS

A. Salary Schedules

1. Effective July 1, 2025, an increase of a total compensation package reflecting a 3.5% ongoing salary increase retroactive to July 1, 2025.
2. A 1.5% one-time off schedule increase will be based on the unit member's base salary as of September 1, 2025. No adjustments will be made to the on-time off schedule payment for increases or deductions to base salary after this date.

1. Academic Coaching

The criteria and standards for determining which Academic Coaching activities shall be approved for the appropriate stipend shall be developed by a jointly appointed study committee and subsequently agreed to by the District and the Association.

Existing Academic Coaching stipends for middle and elementary schools will apply to STEM, STEAM and Literacy after-school activities for students.

2. Schedules

Salary schedules and extra duty compensation schedules appended hereto as Appendices A.1, A.2, A.3, A.4, A.5, A.6, A.7, A.8, A.9, A.10, A.11, A.12, A.13, A.14, A.15, B shall increase by 3.5% effective for the 2025-2026 school year.

B. Health and Insurance Benefits

1. The District will provide medical, dental, vision and life insurance plans for each regular full-time unit member, spouse or domestic partner (as defined in Article III, Definitions), and eligible dependents. A part-time unit member, working a minimum of fifty percent (50%) of a full time equivalent position, spouse, domestic partner (as defined in Article III, Definitions), and eligible dependents shall be entitled to group health, dental and vision coverage on a pro rata basis. The District shall assume the cost of maintaining the current level of the fringe benefit program for the duration of the Agreement.

   a. Kaiser Foundation Health Plan for unit member, spouse or domestic partner (as defined in Article III, Definitions), and eligible dependents or amount equal to cost for Kaiser Foundation Health Plan toward other health plans offered by the District for unit member and eligible dependents. Commencing July 1, 2014, the Kaiser Health plan shall constitute a twenty (20) dollar office visit co-payment, a hundred (100) dollar emergency room payment, a fifteen (15) dollar co-payment for generic prescriptions, and a thirty (30) dollar co-payment for brand name prescriptions.

      Effective July 1, 2025, and continuing through June 30, 2026, Certificated bargaining unit members who choose the non-Kaiser Foundation Health Plan will contribute and amount, per month, equal to that of the Classified bargaining unit members, towards the other health plans offered by the District for unit member and eligible dependents.

   b. Dental insurance, to a maximum of $2500 (in network) and $2000 (out of network) for unit member, spouse or domestic partner (as defined in Article III, Definitions), and eligible dependents. Orthodontia coverage for unit members and eligible dependents shall be $1,500. Commencing on July 1, 2014, the out of network deductible shall be $100.

   c. The District will provide group term-life insurance coverage of $50,000 with $50,000 Accidental Death and Dismemberment (AD&D) coverage for unit members working a minimum of fifty percent (50%) of a full-time equivalent position.

   d. The District will provide vision coverage for eligible full-time unit members and eligible dependents at the current level of service. Unit members who choose to see an optometrist/ophthalmologist outside of the health plan for an eye exam may choose to enroll in the buy-up plan.

e. Health and Welfare Committee shall be established for the purpose of discussing cost containment along with alternative funding methods, coverage and offerings by current and other carriers. Recommendations from this committee shall be forwarded to the respective main negotiating committees sufficiently in advance of July 1 of the current year (open enrollment) to permit bargaining on potential changes. The Association shall have four (4) voting positions on the Health and Welfare Committee, which shall represent forty-four percent of the committee's voting membership. Recommendations made by the Health and Welfare Committee shall be made by consensus. Failure to reach consensus will result in a vote of the total voting members of the Committee. At least one (1) member of each constituent group must vote on the prevailing side.

f. Eligible unit members are required to sign-up for medical, dental, vision and life insurance plans within thirty (30) days of eligibility. After initial enrollment any change in life status, i.e. marriage, divorce, birth, or adoption of a child must be made within thirty (30) days of the occurrence. If the unit member does not sign-up within thirty (30) days, the plans will go into effect the next available enrollment opportunity.

2. Unit members married to, or in a domestic partnership with other District Employees that enroll in one District provided Health and Welfare Plan shall have a choice of the following options:

a. If plan selected has an employee contribution, the contribution will be borne by the District.

b. If the plan selected has no employee contribution, they shall receive medical office co-pays and/or prescriptions reimbursement for expenses incurred during the school year, up to the amount of the highest available employee contribution.

c. The employee shall provide receipts for reimbursement within 30 days of incurring the expense. This benefit shall not accumulate from year to year.

d. Any difference between the highest available employee contribution (excludes PPO) and the actual contribution for the plan selected shall be provided as reimbursement for medical co-pays and or prescriptions. The employee shall provide receipts for reimbursement within 30 days of incurring the expense. This benefit shall not accumulate from year to year.

3. Any regular unit member who is on the District-paid health plan is eligible to receive said benefits after retirement under the following conditions and subject to the approval of the insurance company.

   a. Has attained the age of 55 years with 15 or more years of consecutive service as an employee of the District. Time spent on the 39 month rehire list shall not constitute a break in service for purposes of this article.

   b. Will be receiving monthly retirement benefits from State Teachers Retirement System (STRS) or Public Employee Retirement System (PERS).

   c. Was an employee of the District immediately prior to going on retirement.

   d. Coverage under the District-paid health plan will terminate when the retired unit member reaches his/her 65th birthday.

   e. All regular unit members are eligible to receive the benefits outlined under the conditions set forth who meet the District eligibility requirements. The District shall contribute a pro rata amount for part-time unit members.

   f. When a retired unit member who has been covered under the District-paid health plan reaches his/her 65th birthday, he/she may continue benefit coverage for the unit member and dependent(s) at the group rate provided the unit member will be responsible for submitting payments for health plan premium to the Risk Management Office of the District on the time schedule established by the District. This shall be done at no cost to the District.

   g. Retired unit members receiving benefits under the foregoing plan may add dependent coverage by submitting a monthly check to the District in sufficient time to accompany the District premium warrants.

   h. A retiree on the District paid health plan who moves out of the area serviced by that plan and thereafter obtains another plan, shall be eligible to have an amount equal to the monthly premium for the newly obtained plan (but in no case higher than the unit cost for the District's Kaiser Health Plan) credited towards his/her monthly premium. The benefit shall terminate when the retired unit member reaches his/her 65th birthday.

   i. Any regular unit member who is on the District Health and Dental Plan at retirement is eligible to remain a member of the group

health and dental plan(s) after retirement under the following conditions.

1. Retired unit member must be receiving monthly retirement benefits from the State Teachers' Retirement System (STRS).

2. Retired unit members will be responsible for submitting payments equal to the current unit member premium(s) for health and/or dental plan to the Risk Management Office of the District on the time schedule established by the District. The foregoing retiree dental benefit shall terminate at age 65 and shall be subject to the approval of the dental carrier.

j. For information regarding continuation of benefits through the Consolidated Omnibus Budget Reconciliation Act (COBRA) please contact the Risk Management Office.

C. Salary Protection Insurance

Unit members may participate in the salary protection plan of their choice with payroll deduction for this purpose.

D. Tax Sheltered Annuities

Unit members may participate in the tax sheltered annuity of their choice providing payroll deduction for this purpose.

E. Termination of Benefits

1. The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a unit member's employment terminate, he/she shall be entitled to continued coverage under the health, dental and vision care plans pursuant to the provisions of federal law (COBRA). Such unit member shall pay the premium for said continued coverage on a month-to-month basis.

2. Except as otherwise provided in this Article XIX, should the employment of a unit member terminate prior to completion of his/her employment contract, the above referenced benefits shall cease effective the first day of the month following the month in which the unit member terminated.

3. Except as otherwise provided in this Article XIX, should the employment of a unit member terminate after completion of his/her employment contract, the benefits referenced in paragraph one (1) above, with the exception of the life insurance coverage, shall cease effective June 30 of the year in which the unit member terminated. The life insurance coverage shall

cease effective the first day of the month following the month in which the unit member terminated.

F. The base for all extra duty compensation, certificated hourly rate and summer school teacher rates shall be Step 1, Index Base of the salary schedule in effect for the year in which the service is performed. The Index Base certificated hourly rate shall be calculated as .001068. The “Extra Duty compensation Schedule” shall be attached as Appendix B.

1. Staff development opportunities before the work year begins and during the school year, on non-duty time, for (a) teachers who are new to the District, and (b) teachers who are on assistance plans, limited to six (6) hours/day maximum.

2. Outside of regular school hours curriculum development.

3. Leadership Team on non-duty time for FPM/Accreditation.

4. Any movement into a newly constructed school on non-duty time.

5. Administrator approved extended day, academic Saturday programs, categorically funded session(s) or summer program, during non-duty time.

6. District offered training during non-duty time.

7. District initiated transfer: Unit members shall be compensated for up to fourteen (14) hours at the established certificated hourly rate for time spent (during non-duty time) relocating classroom materials site to site. (Note: transfer means from site to site).

8. With administrator approval, curriculum/program development outside of regular school hours (i.e. Strategics, Impact Academy, Renaissance Academy, etc.)

9. Providing District approved training during non-duty time within the academic year.

10. With administrator approval, attending or preparing for District events during non-duty time (i.e. District Literacy Fair, Family Summit, Hispanic Heritage, etc.).

11. Administrator approved extended day activities with students to improve academics or social emotional learning, during non-duty time.

G. Stipend for District approved non-mandatory Curricular/Instructional Programs shall be determined by the District in consultation with the Association. (Examples: CSIN, Math Renaissance, Quest, etc.)

1. Miscellaneous

a. No stipend or extra pay shall be given for duties or activities performed during regular duty time.

b. No stipend or pay shall be given to a person attending a conference during non-duty time.

c. Individuals who volunteer their services do not receive pay/benefits.

H. Each secondary school counselor may be offered the opportunity to work five (5) additional days before the counselors' 189 day contract year begins. Counselors working additional days shall earn "flex time." Flex time will be arranged with the site administrator during days other than the "blocked times" during the school year. The mutually agreed upon "blocked times" include the first two weeks and the last two weeks of each semester.

Flex time earned will not be carried over to the following school year.

The five (5) paid days for which counselors work over and above the teachers' contract work year of 184 days shall be worked three (3) days prior to the teachers' contract year and two (2) days after the teachers' contract year.

I. Unit members authorized by the District to use their personal automobiles in the performance of their duties and directed to attend mandatory meetings, seminars, and workshops shall be reimbursed for mileage at the rate established by the Internal Revenue Service. A change in rate shall be effective the first day of the month following notice received from the Internal Revenue Service.

J. Any newly created coaching positions shall be salaried commensurate with coaching positions with similar responsibilities.

K. Salary Schedule Placement Procedures

1. The basic certificated salary schedule consists of four (IV) ranges:

a. Range I requires a B.A. and has 11 annual increments.

b. Range II requires a B.A. or an M.A. and has 12 annual increments.

c. Range III requires a B.A. plus 45 semester hours of upper division or graduate work beyond the date of the B.A., and has 14 annual increments.

d. Range IV requires a B.A. plus 60 semester hours of upper division or graduate work including an M.A. and/or an earned doctorate and has 15 annual increments. Unit members who have acquired an M.D., J.D., or D.D.S., degree without having acquired an M.A. degree in the course of said acquisition, shall nevertheless be allowed to move to the 4th column on the salary schedule and paid at the appropriate salary. A 5% increase is added for employees who have earned an M.A. and an earned doctorate (Ed.D. or Ph.D.) or who have acquired an M.D., J.D., or D.D.S. degree without having acquired an M.A. degree in the course of said acquisition and who subsequently earns an M.A. degree in education from an institution that is recognized by the American Council on Education in their publication, Accredited Institutions of Post- Secondary Education, or by the University of California. Said stipend shall be effective July 1, 2004, and shall be paid on a current (as opposed to retroactive) basis.

e. Official Transcripts

Official transcripts of course credit/degrees for initial column placement must be received within thirty (30) calendar days of the unit member's start date for said course work/degrees to be effective on the first day of teaching, otherwise, it shall be effective on the date official verification is received.

2. Five (5) increments shall be added to Range III (17, 20, 23, 26, and 29).

a. Unit members in Range III, Step 14 must have completed sixteen (16) years of service in order to be eligible for placement on incentive Step 17.

b. Unit members in Range III on Step 17 must have completed nineteen (19) years of service to be eligible for placement on Step 20.

c. Unit members in Range III on Step 20 must have completed twenty-two (22) years of service in order to be eligible for placement on Step 23.

d. Unit members in Range III on Step 23 must have completed twenty-five (25) years of service in order to be eligible for placement on Step 26.

e. Unit members in Range III on Step 26 must have completed twenty-eight (28) years of service in order to be eligible for placement on Step 29.

4. Five (5) increments shall be added to Range IV (17, 20, 23, 26, and 29).

   a. All unit members in Range IV, Step 17 must have completed sixteen (16) years of service to be eligible for Step 17.

   b. Unit members in Range IV on Step 17 must have completed nineteen (19) years of service in order to be eligible for placement on Step 20.

   c. Unit members in Range IV, Step 20 must have completed twenty-two (22) years of service in order to be eligible for placement on Step 23.

   d. Unit member in Range IV on Step 23 must have completed twenty-five (25) years of service in order to be eligible for placement on Step 26.

   e. Unit members in Range IV on Step 26 must have completed twenty-eight (28) years of service in order to be eligible for placement on Step 29.

4. Salary Advancement

   a. In order to qualify for salary advancement, upper division or graduate work must have been taken in an institution which is recognized by the American Council on Education in their publication, Accredited Institutions of Post Secondary Education, or by the University of California. Any exception must be approved by the Associate Superintendent, Personnel Services. School nurses shall be permitted to use Continuing Education Unit (CEU) courses completed through the Board of Registered Nurses that are required to maintain an active RN license for movement/placement quarter unit, Fifteen (15) CEU hours = one (1) semester hour.

   b. All course work for column and/or incentive advancement shall require a grade of “C” or better, or, in the case of a Pass/Fail enrollment option, a “Pass” shall be deemed a “C” or better.

   c. If a unit member believes that participation in a lower division course will be of demonstrable professional benefit to the unit member, the District and the educational program, and that similar benefits are not available as an upper division or graduate course, the employee may petition the Associate Superintendent, Personnel Services, for a waiver. Such a waiver, if granted, would allow for units so approved to be counted for advancement on the

salary schedule. Favorable action on the petition will be for specific units and can in no way be deemed general approval for any particular type of course or series of courses. All petitions for waivers accompanied by statements which clearly indicate the value of the proposed training will be submitted to the Associate Superintendent, Personnel Services, for study and recommendation.

d. Salary advancement will be effective the first day of the month following submission of official transcripts of course credit to Personnel Services. Adjustments in salary will be made within three months, or three pay periods, whichever is longer, after the employee submits official transcripts for the salary increase.

e. Effective July 1, 2025, Continuing Education Unit (CEU) courses completed after the bachelor's degree and through and accredited College/University which is recognized by the American Council on Education in their publication, Accredited Institutions of Post-Secondary Education, or by the University of California, will be accepted for movement/placement on the salary schedule. One (1) CEU is equivalent to 1/3 semester hour.

5. Professional Development

a. Teachers may receive unit credit towards advancement on the certificated salary schedule for participation in approved District sponsored Professional Development coursework and/or activities (hereinafter "Program").

b. The purpose of the Program is to improve the quality of consistency of the District's Professional Development activities and to promote participation therein by teachers, to provide incentives for professional development for credential candidates under the mandated State Induction Program, and to provide additional incentive for continuous professional growth to insure better teaching.

c. Teachers who participate in the program shall receive one (1) semester unit towards advancement on the certificated salary schedule for satisfactory completion of at minimum, a fifteen (15) hours approved course. Additional outside work or demonstration of performance/use of coursework in the classroom may be required to determine satisfactory completion.

d. Units received shall be used only within the District and shall not be transferable to any other school District.

e. Units shall be given for coursework and/or professional development activities on a pre-approved list developed by a committee comprised of an equal number of teachers and administrators.

f. Teachers will not receive units if university credits are received for the same coursework and/or activities. Teachers shall not receive units if a stipend or an hourly rate/pay was received for the same coursework and/or activities.

g. Units will be available to any teacher in the District, however, units for Induction coursework will only be available to teachers who qualify for the Induction program.

h. The provisions of Article XIX: Salary, Health and Welfare Benefits, Section K: Salary Schedule Placement Procedures, paragraph 4: Salary Advancement, p. 43, of the July 1, 2001 – June 30, 2003 certificated collective bargaining agreement between the District and the Association shall remain in full force and effect and shall therefore, supersede any conflicting understandings set forth herein.

i. Coursework referenced herein shall meet the credentialing requirements under Senate Bill (SB) 2042 including (a) extension of skills and knowledge for all teachers, (b) course content designed to enhance additional certification, and (c) course content for specific teaching specialties.

j. Speech Therapist shall be reimbursed up to $1000 per year for membership in the professional association (ASHA) and continuing education units to maintain the Speech Therapist license.

6. Salary Placement

a. In order for a unit member to qualify for a yearly increment, he/she must have taught for 75% of the contract service days of the school year. Time lost because of accumulated sick leave will not be deducted from the required contract service.

b. A maximum of fourteen (14) years of salary credit shall be granted for outside teaching experience in any public school in the United States, State Community Colleges (effective August 27, 2004), its Territories or U.S. Dependent Schools (effective October 22, 2004), provided such experience was earned within the fifteen (15) year period immediately prior to employment in the District.

1. A maximum of fourteen (14) years of salary credit within the fifteen (15) year period immediately prior to employment in the District shall be granted to nurses and speech therapists for professional licensed post-baccalaureate experience. Other unit members who obtained private or non-public school experience while in possession of a valid teaching, counseling, or librarian credential shall be given the same maximum years of salary credit for only the experience during which they possessed the valid credential. This provision shall be effective July 1, 2001.

2. A maximum of fourteen (14) years of salary credit within the fifteen (15) year period immediately prior to employment in the district shall be granted to career/technical education teachers for industry related experience.

3. The above provisions shall be applicable to all current unit members who submit verification of the claimed years of salary credit to the Personnel Department within sixty (60) days of their first day of service for the 2001/2002 work year. There shall be no retroactivity with respect to the application of these provisions. Thereafter, these provisions shall be applicable to new hires only. The burden of verification shall rest solely with the claiming party. Acceptance authentication shall be presented to the Associate Superintendent of Personnel Services for approval.

c. Before experience credit shall be allowed, all previous teaching experience must be verified by official statements by employers. If a unit member is given a contract, subject to certifying declared upper division or graduate work, and is unable to furnish the required verification before beginning service in the school year for which the contract is given, then the salary shall be adjusted downward to conform to the classification indicated by verified experience and training. Official verification of previous teaching experience must be received within one hundred twenty (120) calendar days of the unit member's start date for said experience credit to be effective on the first day of teaching, otherwise, it shall be effective on the date official verification is received.

d. A unit member holding an earned doctorate shall receive an additional five percent (5%) of their base salary.

e. Unit members who possess a BCC (BCLAD) credential, or other CTC equivalent and who are teaching the approved curriculum in an alternative course of study in a designated class (i.e., Bilingual

education/native language instruction or Dual Immersion class) in which the teacher provides primary language shall receive an annual stipend of $4,500.

f. Unit members at the secondary level who possess a BCC (BCLAD) credential, or other CTC equivalent and who are teaching the approved curriculum in an alternative course of study in a designated class (i.e., Bilingual education/native language instruction or Dual Immersion class) in which the teacher provides primary language instruction in Math, Science, and/or Social Studies shall receive an annual amount of $4,500 prorated to reflect one-fifth (1/5) of said amount for each period taught.

g. The District agrees to one year of credit for two consecutive years of part-time work as a Speech Therapist that is equivalent to a full work year.

ARTICLE XX: MAINTENANCE OF STANDARDS

The District agrees that benefits accorded within the scope of representation i.e., wages, hours, health and welfare, leaves, transfer, safety conditions, class size, employee evaluation, organizational security, and processing grievances, existing previous to this Agreement shall be maintained except as modified by specific provisions contained herein. This Article shall not be subject to Level Three (Mediation) or Level Four (Arbitration) of the Grievance Procedure (Article XV).

ARTICLE XXI: COMPLETION OF MEET AND NEGOTIATION

A. During the term of this Agreement, except as provided in Section B. below, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the other party shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

B. This Agreement, when signed by the parties hereto, supersedes all other agreements and represents the sole agreement between the parties.

ARTICLE XXII: PEER ASSISTANCE AND REVIEW PROGRAM

A. Purpose

The purpose of the Peer Assistance and Review Program, hereafter known as PAR, is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies or both. The PAR program will provide "peer assistance" and "peer review" designed to improve the effectiveness of classroom participating teachers.

B. Program Eligibility/Participating Teachers

The participating Teacher receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the party's collective bargaining agreement.

There are two (2) categories of Participating Teachers eligible to take advantage of PAR services.

1. Mandatory Participation

a. Permanent Certificated Employees – "Unsatisfactory" rating

Permanent classroom teachers who receive an "unsatisfactory" final evaluation shall receive intervention funded by the PAR program.

b. Permanent Certificated Employees – Satisfactory with Assistance Needed rating (SWAN).

Any unit member who receives a first SWAN shall be allowed to voluntarily participate in the PAR program. A certificated employee receiving a second consecutive SWAN shall be mandated to participate in the PAR program.

c. Beginning Classroom Teacher Participants

Support for Beginning Teachers to improve instructional skills, classroom management, knowledge of subject and related aspects of teaching performance as related to the California Standards for the Teaching Profession shall be through the Teacher Induction Program.

It is understood that the purpose of such participation is to provide peer assistance, and that the Support Provider shall play no role in the evaluation of the teaching performance of a Beginning Teacher Participant. The formal evaluation of the Beginning Teacher is the sole responsibility of the site administrator.

The Beginning Teacher shall be defined as:

1. Preliminary credentialed 1st or 2nd year teachers
2. Intern Teachers
3. Teachers with Emergency Permits

d. Referred Teacher Assistance and Review

The Consulting Teacher shall provide peer assistance to a Referred Teacher until the Consulting Teacher concludes that the teaching performance of the Referred Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit an annual recommendation (review) to the Joint Panel. The Consulting Teacher shall continue to provide assistance until the Joint Panel acts on the recommendation. The Referred Teacher shall have the right to submit a written response to the final report and appear before the Joint Panel to discuss the content of the final report.

This article does not expand nor diminish the Referred Teacher's ability to grieve an evaluation pursuant to the evaluations article of the negotiated contract between the parties.

2. Self-Referred Teacher – Voluntary Participation

Permanent teachers not mandated to participate in the PAR Program, who seek to improve their teaching performance, may self-refer to the Joint Panel for intervention.

Voluntary participation in the PAR program will be designed to assist permanent teachers to improve specific skills outlined by the teacher. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher participant. The Volunteer Teacher shall make a request to the Joint Panel for voluntary participation in PAR indicating the area(s) in which he/she seeks assistance. The volunteer Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

The Joint Panel shall have the authority to accept or reject non-mandatory self-referrals. The Joint Panel may not reject non-mandatory self-referrals with "Satisfactory with Assistance Needed" evaluations. Teachers shall have an opportunity to appear before the Joint Panel prior to its determination regarding such a referral.

All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Panel.

3. Selection of Consulting Teacher

Participating Teachers shall select a Consulting Teacher using the criteria/process established by the Joint Panel. The Joint Panel will assign a Consulting Teacher to a Participating Teacher failing to make a selection or when, in the judgment of the Joint Panel, a Consulting Teacher has a caseload too high for productive assistance or review. Participating Teachers may provide the Joint Panel with a request and reasons for being reassigned to another Consulting Teacher at any time. The Joint Panel shall make the final determination on any assignments or reassignments.

C. Joint Panel

1. Joint Panel Composition and Selection

The PAR program is supervised and evaluated by a Joint Panel composed of a majority of certificated classroom teachers chosen to serve by other certificated classroom teachers and administrators chosen to serve by the District, as follows: three administrators selected by the superintendent and four teachers selected by the association. A panel year is defined as July 1 – June 30. A Panel Member's term shall be no more than three years. Panel Members must be off the panel for at least one year before being re-selected. For the first year, those selected shall be randomly appointed for two- or three-year terms. The Panel shall select a chairperson each year. The Panel shall invite the District Induction Support Administrator in on discussions regarding all coordination of the PAR Program.

2. Joint Panel Duties and Responsibilities

The Joint Panel shall:

a. Administer the PAR program and oversee identified processes.

b. Determine its own meeting schedule. Meetings may be held after school, before school, and release during the workday.

c. Be compensated for their extra work with a $2000 yearly stipend from the PAR budget.

d. Establish operating rules.

e. Participate in any training required to implement the program.

f. Select the full time and extended day PAR Consulting Teachers by majority vote.

g. Provide the Participating Teacher with the criteria/process for selecting a Consulting Teacher.

h. Review reports from Consulting Teachers.

i. Accept or reject non-mandatory self-referrals.

j. Collaborate with other teacher support programs.

k. Oversee training of Consulting Teachers. Training shall include but not be limited to the following:

- Developmental stages of teachers
- Roles and Responsibilities of Consulting Teachers
- Observation techniques
- Dealing with difficult clients
- Adult Learning Theory
- Conferencing strategies
- How to write reports to the joint panel and participating teachers
- Developing a supportive collegial atmosphere
- Rialto Unified School District Evaluation Standards and the California Standards for the Teaching Profession.
- Rights and responsibilities of participating teachers
- Mentoring and coaching skills
- Cognitive Theory
- Intervention strategies
- Classroom management techniques
- Different assessment techniques
- Multiple Intelligence and Multiple Modalities
- Effective instructional strategies for increasing student achievement.

l. Evaluate Consulting Teachers and their documentation.

m. Replacement/removal of Consulting Teachers with unsatisfactory annual evaluation.

n. Monitor the process of Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the Board of Education.

o. Evaluate annually the impact of the District's Peer Assistance and Review program (PAR) in order to improve the program including:

- Number of unsatisfactory evaluation referrals
- Number of beginning teachers to receive assistance
- Number of permanent volunteer participants
- Training needs of Consulting Teachers
- Training needs of the Joint Panel
- Release time needs of Consulting and Participating Teachers and Joint Panel Members
- The effect of PAR Intervention on Participating Teachers

p. Refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.

q. Develop a wide array of collaborations to improve the quality of educator training. Collaboration may include but not be limited to colleges of education, the California Teachers Association, the County Offices of Education, other Consulting Teacher designed and facilitated trainings, and private consulting firms, companies or individuals pending Board of Education approval.

r. Distribute all rules and procedures established by the Joint Panel to certificated employees of the District.

3. <u>Panel Recommendations and Decision Making</u>

To conduct an official meeting, at least five (5) of the seven (7) members of the Joint Panel must be present. No action or recommendations shall be voted upon unless at least two association panel members and two District panel members are present.

The Joint Panel shall not act on the Consulting Teacher's reports before ten (10) workdays following receipt of the report to allow a Participating Teacher to submit a written response.

The Joint Panel shall make recommendations to the Board of Education of the District concerning Referred Teachers, including forwarding the names of the Referred Teachers to the Board of Education who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a permanent Referred Teacher's name to the Board of Education, the Joint Panel shall review the assistance provided to the

permanent Referred Teacher and shall determine whether or not the Referred Teacher has been afforded “sustained” assistance.

All deliberations of the Joint Panel are confidential. The Joint Panel may request follow-up information.

D. Consulting Teachers

A Consulting Teacher shall be a permanent certificated teacher who provides assistance to a Participating Teacher enrolled in the PAR program.

1. Selection Procedure

a. Qualifications to be a Consulting Teacher shall be as follows:
NOTE: The following qualifications apply only to PAR Consulting Teachers providing support for permanent teachers under the PAR Program.

- Possess a clear California teaching credential.
- Have successfully taught for the last five years, the last three of which must have been in the Rialto Unified School District, and must have spent at least 60% of those full time positions providing classroom instruction to students.
- Demonstrate exemplary teaching ability.
- Demonstrate talent in written and oral communications.
- Demonstrate leadership ability or potential within his/her profession.
- Demonstrate ability to work cooperatively and effectively with other professional staff members.
- Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.

b. Consulting Teachers shall be selected as follows:

- A notice/announcement of vacancy will be posted /distributed.
- Applicants shall submit application form and letter of application.
- Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant’s ability in both teaching and working with colleagues. At least one letter will be from the immediate supervisor, and one from a teacher or association representative.
- Application submitted shall be subject to a screening process established by the Joint Panel to ensure that candidates meet minimum qualifications.

- Consulting teachers shall be selected by majority vote of the Joint Panel after a minimum of two (2) representative(s) of the Joint Panel have conducted a classroom observation and interview with each of the candidates. At least one teacher and one administrator shall participate in the classroom observation.

2. Duties and Responsibilities

Consulting Teachers shall assist participating Teachers through demonstrations, observations, coaching, recommending inservice opportunities for teachers and other appropriate activities that will support the Participating Teacher. The PAR program strongly encourages a cooperative relationship between the Consulting Teacher, site administrator, and the Participating Teacher with respect to the process of peer assistance and review.

Consulting Teachers shall:

a. Meet with the Participating Teacher and site administrator/evaluator to discuss the PAR program. The Consulting Teacher and Participating Teacher shall establish mutually agreed upon performance goals aligned with pupil learning, and develop the written assistance plan and a process for determining successful completion of the PAR program.

b. Conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific feedback.

c. Meet regularly for observations/discussions with each participating teacher.

d. Conduct model lessons, staff development, and seek appropriate resources as needed.

e. Participate in meetings with other District Consulting Teachers.

f. Document all observations, visitations and meetings.

g. Submit periodic written reports to and discuss them with the Participating Teacher.

h. Continue to provide assistance until the Joint Panel directs the Consulting Teacher to cease support because it has determined that further assistance will not be productive or the teaching performance of the Permanent Teacher is satisfactory.

i. Submit the final report to the Referred Teacher to receive his or her signature to verify delivery and receipt.

j. Submit the final report to the Joint Panel.

k. Provide input for an annual Review of the PAR Program by the Joint Panel.

l. Provide reasons to the Joint Panel why their Participating Teacher should be reassigned to another Consulting Teacher.

3. Reports and Meetings with the Joint Panel

The Consulting Teacher shall submit a written report to the Joint Panel on the Progress of the Participating Teacher at approximately mid-year. The final report will be submitted to the Joint Panel at least 45 calendar days before the end of the Participating Teacher's school year. The Participating Teacher may respond in writing to the Consulting Teacher's report and appear with representation at a meeting of the Joint Panel to discuss the content of the report. The Consulting Teacher may provide at any time a written or oral report to the Participating Teacher and/or joint panel regarding progress of the Participating Teacher in the Peer Assistance and Review program.

A PAR self-assessment survey will be given to all participating teachers, consulting teachers, and panel members to identify strength and weakness of the program.

4. Term of Teacher

The Consulting Teacher terms shall routinely be three (3) years in length with annual performance reviews. If the performance of the Consulting Teacher is found to be unsatisfactory at the annual performance review by the Joint Panel, they may remove the Consulting Teacher from this role at that time.

Terms shall be staggered to provide continuity and collegial support among Consulting Teachers. For the inaugural year, terms shall be one (1), two (2) or three (3) years assigned randomly.
After the first year of the PAR Program, a Consulting Teacher shall be eligible for one three-year term, and then must wait for at least one year, before re-applying for the Consulting Teacher position.

5. Other Conditions of Office

a. Consulting Teacher Release and Workload

The number of participants and available programs and funding shall determine Consulting Teacher to Participating Teacher ratios.

b. Right of Return for Full Time Consulting Teachers on Release

Upon the completion of service as a full time Consulting Teacher, he/she shall be returned to the same position he/she held prior to becoming a Consulting Teacher provided said consulting teacher has the appropriate credential/certificate. Should the position no longer exist, the consulting teacher shall have first right of refusal for any vacant position for which said Consulting Teacher is certified and qualified.

The District shall not appoint Consulting Teachers to administrative positions during their term. Consulting teachers must return to full-time classroom positions for at least one year following their term before being appointed to RUSD administrative positions by the District.

6. Extra Duty Pay

Peer coaches and consulting teachers shall be paid on the following basis. In addition, peer coaches and consulting teachers must attend training required for the designated coaching position.

a. Pre-intern, intern or emergency certificate teachers: $500 for a total of twenty (20) hours of coaching per participant for a maximum of four (4) participants ($2,000) per peer coach.

b. Induction participant: $1500 for a total of fifty (50) hours of coaching per participant for a maximum of two (2) participants ($3,000) per peer coach.

c. PAR mandated participant: $1500 for a total of fifty (50) hours of coaching per participant for a maximum of two (2) participants ($3,000 per peer coach).

E. Program Operation

1. Confidentiality

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential except as specified in Education Code.

2. Hold Harmless

The District shall defend and hold harmless individual members of the PAR Joint Panel and Consulting Teachers for any liability lawsuit or claim arising out of their participation in the program as provided by the California Tort Claims Act.

3. Exclusions

The PAR Program shall not deal with teacher's employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teacher's evaluations in relation to the Evaluation article of the contractual Agreement.

4. Due Process

All due process rights of Teachers as granted in this collective bargaining agreement and in statute shall not be diminished by this article.

5. Legal Rights

This Program in no manner diminishes the legal rights of bargaining unit members.

ARTICLE XXIII: EARLY RETIREMENT PROGRAM

A. Upon completion of ten (10) continuous years of full-time satisfactory service in the District as a certificated employee, a unit member who has filed for STRS Retirement shall be eligible to apply for the Early Retirement program as provided in this Article. A year of service is defined as working not less than 75% of the days required by the contract of employment.

B. Unit members selected by the District to participate in the Early Retirement Program shall perform services as directed by the Superintendent. Such services may include, but not be limited to, curriculum development, instructional program evaluation, assistance to new or inexperienced teachers' development of learning materials, attendance monitoring, and the conducting of research projects.

C. In order to be eligible for the program, an applicant:

1. Must be at least fifty-five (55) years old as of June 30 in the last year of full-time employment.

2. May not have reached age sixty (60) as of June 30 in the last year of full-time employment.

3. Must be in full-time active service during the year prior to entering the program.

D. A retired employee participating in this program shall be employed as a consultant at his/her daily rate up to the maximum earnings permitted by the STRS. The minimum number of work days for a consultant fee agreement shall be twenty (20) with the actual number being mutually agreed upon by the retiree and the District.

E. Neither the District nor the consultant shall make payments into the California State Teachers Retirement System. As independent contractors, consultants are not under Workers' Compensation and should insure their own services.

F. Consultants must maintain all credentials held prior to resignation in full force and effect and register the same with the San Bernardino County Superintendent of Schools Office.

G. To provide an incentive for early retirement, a retiree may participate in the program as follows:

1. Retirees who entered the program at age fifty-five (55) shall be eligible to participate for five (5) consecutive years up to the maximum earnings permitted by the STRS.

2. Retirees who entered the program at age fifty-six (56) shall be eligible to participate for four (4) consecutive years up to the maximum earnings permitted by the STRS.

3. Retirees who entered the program at age fifty-seven (57) shall be eligible to participate for three (3) consecutive years up to the maximum earnings permitted by the STRS.

4. Retirees who entered the program at age fifty-eight (58) shall be eligible to participate for two (2) consecutive years up to the maximum earnings permitted by the STRS.

5. Retirees who entered the program at age fifty-nine (59) shall be eligible to participate for one (1) year up to the maximum earnings permitted by the STRS.

H. Participation in the Early Retirement Program is voluntary on the part of all certificated unit personnel.

I. No leaves shall be earned under the terms of this plan and the participant may not use sick leave accumulated prior to resignation from the District. Participants shall not be eligible for any benefits other than those accruing to retired

certificated unit employees of the District under the contract in effect at the time of retirement.

J. The District may periodically require a retiree selected as a consultant to pass a medical exam as prescribed by the State Board of Education.

K. Persons opting for this program, given satisfactory annual evaluations, may be considered for annual renewal until age 61.

L. The District may terminate the contract with the consultant for refusal, failure or inability to perform services in a satisfactory or timely manner.

M. The Grievance Procedure shall not apply to consultants in the Early Retirement Program.

ARTICLE XXIV: SHARED CONTRACT EMPLOYMENT

A. Definition

A shared contract is defined as one in which one position is shared by two-unit members for a period of not less than one semester.

B. Eligibility

Shared contract positions may be obtained by current permanent employees by applying to the site administrator by February 1 of each year prior to the school year for which a shared contract assignment is requested. Exceptions to this date will be considered in the event of unusual circumstances and requests shall be subject to District needs and final Board approval.

C. Selection of Position and Applicants

Unit members requesting shared contract positions will meet with the administrator(s) from the work-site where such a shared position exists in order to develop suitable combinations. The final determination of shared positions and the selection of incumbents shall be made by the responsible site administrator.

D. Shared Contracts

1. Unit members sharing a contract must accept the responsibility of assuring that compatible classroom management will exist.

2. Shared contracts will be issued reflecting all pertinent information concerning the assignments (i.e., dates, including duration of the assignment, description of subject/grade level, location, salary, and

benefits). The shared contract will incorporate the provisions of this Agreement and will include a statement: "If you wish to renew this shared position for the next school year, you must notify the responsible site administrator on or before March 15 of the school year in which this contract applies."

E. Return to Full-Time Position

1. Full-time unit members opting for reduction in time may, at their option, return to full-time employment the following year if a vacancy exists as set forth in Article VII, Section H. The District and the unit member may agree on a definite return date as part of the shared contract agreement.

2. Unit members intending to return to full-time status must notify the District of their intent to do so by March 15 of that year.

3. Unit members returning to full-time status will be entitled to the same rights as any other unit member on a paid leave status.

F. Compensation

A participant in the shared contract program shall receive the proportionate amount of the regular annual salary paid in equal monthly installments, or as otherwise mutually agreed upon by the unit member and the District. Participants shall be eligible for a proration of the District's contribution toward the fringe benefit program applied in the same manner as salary. Step and column advancement shall move one step on the salary schedule after completion of two years of shared contract. Unit members who complete shared contract assignments will be advanced one step on the salary schedule if they return to full-time status the following year.

G. Time Requirements

1. The time requirements for a shared contract position shall be proportionate to the regular work day.

2. Unit members in shared contract positions will be required to attend one "Back-to-School Night" and "Open House." Faculty meetings shall be attended at the request of the site administrator.

3. The specific time requirements of participating unit members shall be mutually agreed upon by the District and the unit member prior to entering into a shared contract.

H. Implementation

The determination to create or not create a position to be shared by two-unit members under this Article shall be at the sole discretion of the responsible site administrator, and such determination and the denial of a unit member's application to participate in a shared contract hereunder shall not be subject to the grievance procedure.

ARTICLE XXV:
PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

A. In accordance with Education Code Sections 44922 and 22724, a unit member may reduce his/her workload prior to retirement from full-time to part-time duties and receive credit toward retirement that would be received if employment were on a full-time basis. Regulations governing this provision shall be as follows:

1. This option is limited to qualified unit members, and participation shall be on a voluntary basis subject to the approval of the Board of Education.

2. The unit member must have reached the age of 55 years by the start of the semester in which work reduction begins. Participation in this program shall not extend beyond the age of 70, nor for more than five (5) years, whichever comes first. Applications for part-time employment under this program shall be a declaration of the unit member's intention to retire at the expiration of his/her employment under this program.

3. Prior to work reduction, the unit member must have accumulated fifteen (15) or more years of service as a full-time employee, including out-of-district service credit as a certificated employee. Employment in the Rialto Unified School District must have been on a full-time basis for the five (5) years immediately prior to work reduction.

4. The option of part-time employment shall be exercised at the written request of the unit member to the Associate Superintendent, Personnel Services. The unit member should submit such a request no less than three (3) months prior to the end of the semester preceding the year in which work reduction is to begin. The choice of the semester in which such service is allowable shall be at the option of the District. During five (5) years following the start of reduced workload, if there are changes or revisions in the Education Code provisions relating to this program, the option may be revoked or altered. Such alterations must be within Education Code limitations and by the mutual consent of the unit member and the District. In the event of such alterations, the unit member shall be given the option to return to full-time status. A request to revoke or alter the option must be submitted a minimum of three (3) working months prior to the intended date of effectiveness and can be revoked only with the mutual consent of the employer and employee.

5. Agreements or contracts for part-time service are limited to a period not to exceed five (5) years. Such agreements shall incorporate the provisions herein.

6. The unit member shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. All other rights and benefits shall be provided as if the unit member were employed full-time.

7. Such part-time employment shall be the equivalent of one-half the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position.

8. A unit member employed on a part-time basis shall receive the retirement credit he/she would receive if he/she were employed on a full-time basis and have his/her retirement allowance, as well as any other benefits that he/she is entitled to, based upon the salary that would have been received if employment were on a full-time basis. The unit member and the District shall contribute to the Teachers' Retirement Fund in the amount that would have been contributed if the unit member were employed on a full-time basis.

9. The District may grant or not grant a reduction in workload under this Article at its sole discretion, and the denial of any unit member's request hereunder shall not be subject to the grievance procedure.

ARTICLE XXVI: ADULT EDUCATION

A. CLASS SIZE

The District shall attempt to staff classes at a ratio of no more than thirty to one (30:1) whenever possible. Under no circumstances shall class sizes exceed 36 students. Class size shall not fall below fifteen (15) enrolled students. Classes that drop below the minimum number may only continue with the approval of the Adult Education Principal or designee.

B. LEAVES

Sick Leave - Adult Education unit members shall accrue sick leave at the rate of one (1) hour for every twenty (20) hours of service according to their class schedule.

C. DISTRICT RIGHTS

The length of the work year, work week, and work day, as well as the number of employees in Adult Education, are dependent upon fluctuations in average daily attendance, funding changes and community needs.

D. TEACHING HOURS

1. Full-time Adult Education teachers may teach up to 150 days in a school year depending on their class schedule. A full-time assignment shall be an assignment of thirty (30) or more hours per week.

2. A reasonable effort will be made to notify unit members twenty-four (24) hours in advance of a necessary cancellation of their class unless other arrangements are mutually agreed upon by the unit member and the site supervisor.

3. All unit members will be paid a minimum of one hour for the first-class meeting. Any time served thereafter will be compensated in hourly increments.

E. COMPENSATION

1. Compensation for Adult Education teachers shall be as provided in Appendix A.10. The Adult Education salary schedule will be increased by the same percentage increase applied to REA certificated salary schedules.

2. Full-time Adult Education teachers may have the option to be paid on a ten-month equal pay system.

*All current RUSD Adult Education members employed on or after July 1, 2020 shall be grandfathered in and appropriately placed on the Adult Education salary schedule based on teaching hours already worked for step placement.

F. HEALTH BENEFITS

Full-time Adult Education teachers shall be eligible for participation in the District health and benefits program if they are assigned to 30 or more hours per week for the Fall and Spring Semesters of any given school year.

Part-time Adult Education teachers that work twenty (20) hours or more per week shall be eligible for participation in the District health and benefits program on a pro-rata basis.

G. MISCELLANEOUS

Adult Education teachers shall receive all rights specifically granted under the California Education Code.

H. TEACHING HOURS, NON-TEACHING AND EXTRACURRICULAR DUTIES

1. Prep time will be paid at the employee's hourly rate

2. Substitute coverage and professional development will be paid at the certificated hourly rate
3. Extra Duty and Non-instructional time will be paid at $40.00 per hour

I. EVALUATIONS

The appropriate and applicable evaluation procedure and form(s) shall be collaboratively created between RUSD and REA, and incorporated into this contract article.

Only those Contract rights and benefits specifically granted herein shall apply to Adult Education Teachers. Such teachers are specifically *excluded* from:

- Article VI: Leaves - Sabbatical leave and Personal Convenience Leave
- Article VII: Transfer, Assignment and Reassignment
- Article XVIII: Teaching Hours, Non-Teaching & Extracurricular Duties
- Article XIX: Salary, Health & Welfare Benefits
- Article XXII: Peer Assistance and Review Program
- Article XXIII: Early Retirement Program
- Article XXIV: Shared Contract Employment
- Article XXV: Part-Time Employment with Full Retirement Credit of this Agreement.

ARTICLE XXVII: EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this 31st day of March, 2026, which shall commence July 1, 2023 and continue through June 30, 2026.

FOR THE DISTRICT:	FOR THE ASSOCIATION:
3/31/26	3/31/26
Denise Ellis, Ed.D. Date	Tobin Brinker Date
Associate Superintendent, Human Resources	REA President

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 CERTIFICATED SALARY SCHEDULE

Effective July 1, 2025

Step	CTE	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$66,458	$69,328	$72,796	$76,435	$80,256
2	$68,666	$71,537	$75,110	$78,868	$82,810
3	$70,938	$73,808	$77,501	$81,378	$85,448
4	$73,287	$76,157	$79,965	$83,963	$88,165
5	$75,709	$78,582	$82,510	$86,634	$90,970
6	$78,211	$81,082	$85,134	$89,391	$93,863
7	$80,788	$83,659	$87,846	$92,234	$96,850
8	$83,452	$86,323	$90,637	$95,169	$99,928
9	$86,197	$89,067	$93,523	$98,190	$103,107
10	$89,029	$91,900	$96,496	$101,317	$106,390
11	$91,953	$94,824	$99,566	$104,541	$109,773
12			$102,732	$107,868	$113,263
13				$111,297	$116,868
14				$114,840	$120,583
15				$114,840	$124,421
17				$117,136	$126,909
20				$119,479	$129,447
23				$121,867	$132,037
26				$124,305	$134,677
29				$126,790	$137,371

1. *The work year is 184 days.*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*
5. *Upper division or graduate level coursework is determined by each individual college/university.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 STATE PRESCHOOL TEACHER SALARY SCHEDULE - Full-Time (7 hours)

Effective July 1, 2025

CCTC AUTHORIZATION TO TEACH PRE-SCHOOL
(Without a Bachelor's Degree)
Schedule III

Step	Child Center Permit I	A.A. Degree II	90 units 20 upper III	105 units 30 upper IV
1	$34,664	$36,396	$38,215	$40,130
2	35,770	37,554	39,435	41,407
3	36,903	38,752	40,689	42,723
4	38,078	39,984	41,981	44,082
5	39,290	41,258	43,318	45,484

CLASS I: Requires a Children's Center/Development Permit or Child Care Permit.
CLASS II: Requires A.A. Degree, including Children's Center/Development Permit or Child Care Permit.
CLASS III: Requires 90 college semester units, including a Children's Center/Development Permit or Child Care Permit. Twenty (20) units of total must be upper division units.
CLASS IV: Requires 105 college semester units, including a Children's Center/Development Permit or Child Care Permit. Thirty (30) units of total must be upper division units.

Salary placement will be based on the number of semester hours earned.

CCTC AUTHORIZATION TO TEACH PRE-SCHOOL
(With Bachelor's Degree)
Schedule IV

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$69,328	$72,796	$76,435	$80,256
2	71,537	75,110	78,868	82,810
3	73,808	77,501	81,378	85,448
4	76,157	79,965	83,963	88,165
5	78,582	82,510	86,634	90,970

Salary placement will be based on the number of upper division or graduate level semester hours earned after receiving the B.A.

1. *The work year is 180 days*
2. *Index Base: ($59,364)*
3. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
4. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
5. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 STATE PRESCHOOL TEACHER SALARY SCHEDULE - Part-Time (4.5 hours)

Effective July 1, 2025

CCTC AUTHORIZATION TO TEACH PRE-SCHOOL

(Without a Bachelor's Degree)

Schedule I

Step	Child Center Permit I	A.A. Degree II	90 units 20 upper III	105 units 30 upper IV
1	$22,185	$23,295	$24,459	$25,682
2	22,892	24,035	25,238	26,499
3	23,619	24,800	26,041	27,343
4	24,370	25,589	26,868	28,213
5	25,146	26,403	27,723	29,110

CLASS I: Requires a Children's Center/Development Permit or Child Care Permit.

CLASS II: Requires A.A. Degree, including Children's Center/Development Permit or Child Care Permit.

CLASS III: Requires 90 college semester units, including a Children's Center/Development Permit or Child Care Permit. Twenty (20) units of total must be upper division units.

CLASS IV: Requires 105 college semester units, including a Children's Center/Development Permit or Child Care Permit. Thirty (30) units of total must be upper division units.

Salary placement will be based on the number of semester hours earned.

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CCTC AUTHORIZATION TO TEACH PRE-SCHOOL

(With Bachelor's Degree)

Schedule II

Step	B.A. I	B.A. plus 30 sem. hours or M.A. II	B.A. plus 45 sem. hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$44,370	$46,589	$48,918	$51,364
2	45,784	48,070	50,476	52,998
3	47,237	49,601	52,082	54,687
4	48,740	51,178	53,736	56,426
5	50,292	52,806	55,446	58,221

Salary placement is based on the number of upper division/graduate level semester hours earned after receiving the B.A.

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 - PRESCHOOL TOSA SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$75,357	$79,126	$83,082	$87,235
2	77,755	81,641	85,727	90,012
3	80,225	84,242	88,456	92,878
4	82,779	86,919	91,265	95,832
5	85,415	89,684	94,168	98,881

This schedule is intended for Preschool Teacher's WITH A BA

1. *The work year is 200 days.*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 ATHLETIC DIRECTORS & ASB/ACTIVITIES DIRECTORS 204 WORK DAY SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$76,866	$80,708	$84,743	$88,981
2	79,310	83,275	87,438	91,811
3	81,828	85,926	90,223	94,735
4	84,434	88,657	93,091	97,747
5	87,122	91,478	96,050	100,857
6	89,897	94,386	99,107	104,064
7	92,753	97,391	102,259	107,376
8	95,703	100,490	105,515	110,788
9	98,748	103,689	108,869	114,314
10	101,887	106,981	112,334	117,952
11	105,129	110,387	115,904	121,702
12		113,900	119,591	125,572
13			123,394	129,572
14			127,321	133,690
15			127,321	137,944
17			129,868	140,702
20			132,463	143,519
23			135,112	146,387
26			137,815	149,317
29			140,573	152,303

1. *The work year is 204 days*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

APPENDIX A.6

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 SPEECH/LANGUAGE THERAPIST SALARY SCHEDULE

Effective July 1, 2025

Years of Service	1	2	3	4	5	6	7	8
Annual Salary	**106,469**	**111,791**	**117,382**	**123,250**	**129,414**	**135,886**	**142,678**	**149,811**
Daily Rate	578.64	607.56	637.95	669.84	703.34	738.51	775.42	814.19
Hourly Rate	82.66	86.79	91.14	95.69	100.48	105.50	110.77	116.31

1. *The work year is 184 days*
2. *Column advancement salary increases are annual with each full-time year of service (76% of year)*
3. *6% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 16 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*

*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 COUNSELORS & LIBRARIANS SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	71,213	74,774	78,512	82,438
2	73,481	77,150	81,012	85,059
3	75,812	79,608	83,589	87,771
4	78,224	82,139	86,243	90,559
5	80,716	84,753	88,990	93,442
6	83,285	87,446	91,818	96,412
7	85,933	90,230	94,741	99,480
8	88,666	93,102	97,757	102,645
9	91,489	96,061	100,863	105,908
10	94,399	99,118	104,072	109,280
11	97,400	102,270	107,383	112,755
12		105,523	110,797	116,340
13			114,319	120,043
14			117,961	123,861
15			117,961	127,802
17			120,319	130,356
20			122,723	132,964
23			125,179	135,622
26			127,682	138,337
29			130,233	141,103

1. *The work year is 189 days*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 DISTRICT LEAD COUNSELOR
199 DAY SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$74,982	$78,730	$82,666	$86,800
2	77,368	81,233	85,298	89,560
3	79,823	83,819	88,011	92,414
4	82,363	86,485	90,806	95,351
5	84,985	89,237	93,700	98,385
6	87,691	92,073	96,676	101,514
7	90,481	95,004	99,753	104,743
8	93,358	98,029	102,929	108,076
9	96,330	101,143	106,199	111,512
10	99,394	104,362	109,580	115,062
11	102,554	107,680	113,064	118,721
12		111,106	116,659	122,495
13			120,368	126,394
14			124,203	130,415
15			124,203	134,563
17			126,685	137,253
20			129,217	139,998
23			131,803	142,798
26			134,437	145,657
29			137,123	148,569

1. *The work year is 199 days.*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 194 DAY SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$73,098	$76,750	$80,588	$84,620
2	75,421	79,193	83,152	87,311
3	77,818	81,714	85,800	90,092
4	80,295	84,310	88,528	92,956
5	82,851	86,994	91,343	95,913
6	85,490	89,760	94,249	98,964
7	88,205	92,616	97,247	102,112
8	91,013	95,564	100,342	105,358
9	93,908	98,605	103,532	108,710
10	96,893	101,738	106,826	112,170
11	99,976	104,977	110,222	115,737
12		108,316	113,728	119,417
13			117,345	123,220
14			121,078	127,137
15			121,078	131,181
17			123,502	133,806
20			125,971	136,483
23			128,489	139,212
26			131,061	141,997
29			133,682	144,836

1. *The work year is 194 days.*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 - 200 WORK DAY SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$75,357	$79,126	$83,082	$87,235
2	77,755	81,641	85,727	90,012
3	80,225	84,242	88,456	92,878
4	82,779	86,919	91,265	95,832
5	85,415	89,684	94,168	98,881
6	88,131	92,537	97,165	102,025
7	90,934	95,483	100,254	105,271
8	93,829	98,519	103,445	108,617
9	96,812	101,656	106,732	112,072
10	99,891	104,887	110,128	115,640
11	103,067	108,224	113,633	119,317
12		111,664	117,247	123,111
13			120,975	127,032
14			124,825	131,070
15			124,825	135,240
17			127,322	137,944
20			129,869	140,703
23			132,464	143,518
26			135,114	146,389
29			137,815	149,316

1. *The work year is 200 days.*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 204 WORK DAY SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$76,866	$80,708	$84,743	$88,981
2	79,310	83,275	87,438	91,811
3	81,828	85,926	90,223	94,735
4	84,434	88,657	93,091	97,747
5	87,122	91,478	96,050	100,857
6	89,897	94,386	99,107	104,064
7	92,753	97,391	102,259	107,376
8	95,703	100,490	105,515	110,788
9	98,748	103,689	108,869	114,314
10	101,887	106,981	112,334	117,952
11	105,129	110,387	115,904	121,702
12		113,900	119,591	125,572
13			123,394	129,572
14			127,321	133,690
15			127,321	137,944
17			129,868	140,702
20			132,463	143,519
23			135,112	146,387
26			137,815	149,317
29			140,573	152,303

1. *The work year is 204 days*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 - 214 WORK DAY SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$80,634	$84,664	$88,897	$93,341
2	83,200	87,356	91,727	96,312
3	85,842	90,137	94,648	99,379
4	88,574	93,002	97,653	102,541
5	91,395	95,962	100,759	105,802
6	94,302	99,013	103,965	109,168
7	97,299	102,167	107,273	112,640
8	100,398	105,415	110,687	116,221
9	103,590	108,770	114,201	119,918
10	106,883	112,228	117,837	123,736
11	110,283	115,799	121,587	127,670
12		119,481	125,454	131,730
13			129,443	135,922
14			133,563	140,245
15			133,563	144,706
17			136,235	147,600
20			138,959	150,552
23			141,737	153,564
26			144,572	156,636
29			147,461	159,769

1. *The work year is 214 days.*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

ROTC SALARY SCHEDULE

The ROTC salary is based on the Minimum Instructional Pay (MIP) calculated by the respective military branch specific to each employee.

ROTC Longevity

Completion of two full years of service by July 1st	1% of instructor's base salary
Completion of four full years of service by July 1st	3% of instructor's base salary
Completion of six full years of service by July 1st	5% of instructor's base salary
Completion of eight full years of service by July 1st	7% of instructor's base salary
Completion of ten full years of service by July 1st	9% of instructor's base salary

5% of the base salary for earned doctorate (Ed.D. or Ph.D.)

CALSTRS membership December 31, 2012 and before = Classic Member (2% at 60)

CALSTRS membership January 1, 2013 and after = New Member (2% at 62)

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 SCHOOL NURSE SALARY SCHEDULE

Effective July 1, 2025

Step	B.A. I	B.A. plus 30 sem. hrs. or M.A. II	B.A. plus 45 sem. Hrs. III	B.A. plus 60 sem. hrs. incl. M.A. IV
1	$70,022	$73,523	$77,200	$81,058
2	$72,252	$75,861	$79,657	$83,638
3	$74,546	$78,276	$82,191	$86,302
4	$76,919	$80,765	$84,803	$89,047
5	$79,368	$83,335	$87,500	$91,880
6	$81,892	$85,986	$90,285	$94,802
7	$84,495	$88,724	$93,156	$97,819
8	$87,186	$91,544	$96,121	$100,927
9	$89,958	$94,458	$99,173	$104,138
10	$92,819	$97,461	$102,330	$107,454
11	$95,772	$100,562	$105,587	$110,871
12		$103,760	$108,946	$114,395
13			$112,409	$118,037
14			$115,989	$121,788
15			$115,989	$125,666
17			$118,308	$128,178
20			$120,674	$130,742
23			$123,085	$133,358
26			$125,548	$136,024
29			$128,057	$138,745

1. *The work year is 184 days.*
2. *Column advancement salary increases are annual with each full-time year of service (75% of year)*
3. *5% of step placement for earned doctorate (Ed.D. or Ph.D.)*
4. *14 years of previous experience within the last 15 years is given for salary placement.*
5. *Upper division or graduate level coursework is determined by each individual college/university.*

*CalSTRS membership December 31, 2012 and before = **Classic Member** (2% at 60)*
*CalSTRS membership January 1, 2013 and after = **New Member** (2% at 62)*

Adopted: 5/6/2026

RIALTO
UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

2025/2026 - ADULT EDUCATION SALARY SCHEDULE

Effective July 1, 2025

Step	High School Diploma I	AA/AS Degree II	BA/BS Degree III	BA/BS Degree Plus 30 Sem. Hrs IV	MA/MS Degree V
1	$51.61	$54.53	$57.46	$60.33	$63.34
2	$53.31	$55.97	$58.78	$61.72	$64.80
3	$55.07	$57.83	$60.71	$63.75	$66.93
4	$56.89	$59.74	$62.73	$65.87	$69.17

STEP 1 is the entry level hourly rate
STEP 2 is paid the first pay period following the completion of 1200 hours of teaching
STEP 3 is paid the first pay period following the completion of 2400 hours of teaching
STEP 4 is paid the first pay period following the completion of 3600 hours of teaching

*Prep time will be paid at the employee's hourly rate
*Substitute coverage and professional development will be paid at the certificated hourly rate
*Extra-Duty and Non-instructional time will be paid at $40.00 per hour

Adopted: 5/6/2026

RIALTO UNIFIED SCHOOL DISTRICT
BRIDGING FUTURES THROUGH INNOVATION

Effective: 07/01/2025
Adopted: 5/6/2026

2025/2026 EXTRA DUTY COMPENSATION

HIGH SCHOOL SPORTS	% of Index Base 2025-26*	TOTAL
FOOTBALL		
Varsity	12.4	$7,361
Varsity Asst. (3)	9.6	5,699
JV Head	10.0	5,936
Frosh Head	10.0	5,936
JV Asst. (2)	9.0	5,343
Frosh Asst. (3)	9.0	5,343
BASKETBALL (Boys/Girls)		
Varsity	10.7	6,352
Varsity Asst.	7.8	4,630
JV Head	8.8	5,224
Frosh Head	8.8	5,224
Frosh Asst.	7.1	4,215
WRESTLING (Boys/Girls)		
Varsity	10.7	6,352
JV Head	8.8	5,224
Frosh Head	8.8	5,224
BASEBALL		
Varsity	10.1	5,996
Varsity Asst.	7.8	4,630
JV Head	8.3	4,927
Frosh Head	8.3	4,927
Frosh Asst.	7.1	4,215
TRACK (Boys/Girls)		
Varsity	10.1	5,996
Varsity Asst.	7.8	4,630
JV Head	8.3	4,927
Frosh Head	8.3	4,927
SWIMMING (Boys/Girls)		
Varsity	8.8	5,224
Varsity Asst.	7.4	4,393
CROSS COUNTRY (Boys/Girls)		
Varsity	8.4	4,987
Varsity Asst.	7.4	4,393
TENNIS (Boys/Girls)		
Varsity	8.4	4,987
FLAG FOOTBALL		
Varsity	8.8	5,224
Varsity Asst. (3)	7.4	4,393

HIGH SCHOOL SPORTS	% of Index Base 2025-26*	TOTAL
GOLF (Boys/Girls)		
Varsity	8.0	$4,749
SOCCER (Boys/Girls)		
Varsity	9.6	5,699
Varsity Asst.	7.3	4,334
JV Head	8.0	4,749
Frosh Head	8.0	4,749
Frosh Asst.	7.1	4,215
WATER POLO (Boys/Girls)		
Varsity	8.8	5,224
Varsity Asst.	7.4	4,393
VOLLEYBALL (Boys/Girls)		
Varsity	8.8	5,224
JV Head	7.4	4,393
Frosh Head	7.4	4,393
SOFTBALL		
Varsity	10.1	5,996
Varsity Asst	7.8	4,630
JV Head	8.3	4,927
Frosh Head	8.3	4,927
Frosh Asst.	7.1	4,215
BADMINTON	8.4	4,987
ESPORT	8.4	4,987
CONTINUATION HIGH SCHOOL SPORTS PROGRAM		
Basketball	2.5	1,484
Soccer	2.5	1,484
Softball	2.5	1,484
Volleyball	2.5	1,484
MIDDLE SCHOOL SPORTS PROGRAM		
Coach	2.5	1,484
ELEMENTARY SCHOOL SPORTS PROGRAM		
Coach	1.0	594
Elementary Cheer	1.2	712
CHEERLEADING •••		
Varsity	9.0	5,343
Varsity Asst.	8.0	4,749

* *Index Base: ($59,364)*

** *An additional fifteen percent (15%) of the specified monetary stipend for making the playoffs inclusive of the initial week of said playoffs.*

** *An additional ten percent (10%) of the specified monetary stipend for each week of playoffs beyond the initial week of said playoffs.*

••• *An additional 5% of the stipend for performances at each post season (CIF) football and/or basketball play-off game.*

HIGH SCHOOL	% of Index Base 2025-26*	TOTAL
Academic Decathlon	7.4	$4,393
APEX Coordinator	5.5	3,265
Assistant Band Director*	5.0	2,968
Athletic Director	10.0	5,936
AVID Coordinator	4.0	2,375
Band (Only)	10.0	5,936
Band and Drill Team (Combined)	15.0	8,905
Choir	7.4	4,393
Dance/Choreographer	7.4	4,393
Drama	7.4	4,393
Drill Team (Only)	7.5	4,452
Head Counselor	5.5	3,265
Journalism	5.0	2,968
MESA	7.4	4,393
Mock Trial	7.4	4,393
Orchestra	10.0	5,936
PBIS Coach (Internal)	2.5	1,484
ROTC Drill Team	7.0	4,155
Asst. ROTC Drill Team**	5.0	2,968
Speech/Debate	7.4	4,393
Student Activities	10.0	5,936
Yearbook	5.6	3,324
CONTINUATION HIGH SCHOOL		
Activities Advisor	6.4	3,799
APEX Coordinator	5.5	3,265
PBIS Coach (Internal)	2.5	1,484
MIDDLE SCHOOL		
Academic Coaching	5.6	3,324
Activities Advisor	6.4	3,799
Assistant Band Director*	2.5	1,484
AVID Coordinator	4.0	2,375
Band	5.0	2,968
Cheerleader/Drill Team/Dance	3.8	2,256
Chorus	3.8	2,256
Drama	3.8	2,256
Newspaper	2.6	1,543
PBIS Coach (Internal)	2.5	1,484
Sports Advisor (Sports Prog.)	-	6,000
Asst. Sports Advisor (Sports Prog.)	-	2,750
Yearbook	2.6	1,543
ELEMENTARY SCHOOL		
Academic Coaching	3.8	2,256
AVID Coordinator	2.8	1,662
PBIS Coach (Internal)	2.5	1,484
Combo Class	5.0	2,968

Teaching Assistant Principal (199 days)
-Teacher Salary Schedule placement
1st year + 8%
2nd year + 10%
3rd year + 12%

Provided that a minimum of 80 students, excluding the tall flags and drill teams are fully participating in the band program.

***For teams of 35 or more students*
√Teaching classes for which the District receives Vocational Education

DISTRICT	% of Index Base 2025-26*	TOTAL
Administrative Intern (16 additional days)	24.018	$14,258
Teacher/Project Leader (20 additional days)		
1st year	24.5	14,544
2nd year	26.3	15,613
3rd year	28.1	16,681
Behavior Specialist (16 additional days) Requires BCBA	24.0	14,247
Counselors - per diem of daily rate		
Elementary Music Specialist	9.4	5,580
Group Leaders (4 extra days)	4.0	2,375
Hourly rate = $63.40 (.001068 of Index Base)		
.	4.5	2,671
Librarians - per diem of daily rate		
Link Crew	2.5	1,484
Hold a Reading & Literacy Added Authorization or a Nationally recognized reading certification as approved by the District. (Annual stipend)	-	2,500
Summer School = $63.40 (.001068 of Index Base)		
WEB (Where Everybody Belongs) Advisor	2.5	1,484
Site English Learner Facilitator (SELF)		
Elementary	2.8	1,662
Middle School	4.0	2,375
High School	4.0	2,375
Teacher Special Education Programs		
Autism (PreK-12th & Milor H.S.)	5.6	3,324
Behavior Intervention/ED (K-12th)	5.6	3,324
Moderate/Severe (K-12th)	5.6	3,324
Moderate/Severe Adult Transition (Milor H.S.)	5.6	3,324
Cultural & Linguistic Responsiveness (CLR) Stipend		
Elementary	2.8	1,662
Middle School	4.0	2,375
High School	4.0	2,375
GATE Program Organizer		
Elementary	2.8	1,662
Middle School	4.0	2,375
High School	4.0	2,375
		0
Elementary Grade Level Lead (7)	1.5	890
Elementary Teacher Leader/Summer School	1.487	883
Department Chairpersons		
19 sections or less (4 extra days)	4.0	2,375
20 - 45 sections (5 extra days)	5.0	2,968
46 - 69 sections (5 extra days)	7.0	4,155
70 - 95 sections (5 extra days)	9.0	5,343
96 - 121 sections (5 extra days)	11.0	6,530
122 - 147 sections (5 extra days)	13.0	7,717
148 sections & over (5 extra days)	15.0	8,905

Each co-chairperson shall receive the full stipend for the total (combined) number of sections assigned at or above 110 sections.

Each co-chairperson shall receive one-half of the full stipend for the total (combined) number of sections assigned below 110 sections.

DLI Teacher/Bilingual (BCC/BCLAD)

•• Teaching in two languages in Math, Science, or Social Science; to receive $4,500 stipend for elementary assignments and $4,500 stipend prorated to reflect one-fifth (1/5) of said amount for each period taught at the secondary level.

RIALTO UNIFIED SCHOOL DISTRICT

2025-2026 ACADEMIC CALENDAR

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Calendar revised June 2025

KEY

- Elementary School Minimum Day
- Middle School Minimum Day
- High School Minimum Day
- Holiday
- Instructional Break
- Teacher Preparation Day

July

4	Independence Day - Offices Closed

August

7-8	Teachers Preparation Days
11	First Day of School
13	Middle School Back to School Night
14	Elementary School Back to School Night
28	High School Back to School Night

September

1	Labor Day - Offices Closed
17-19	Elementary School Parent Conferences

October

10	End of 1st Quarter for Middle and High Schools
13	Instructional Break
31	End of 1st Trimester for Elementary Schools

November

4-14	Elementary School Parent Conferences
10	Instructional Break
11	Veterans Day - Offices Closed
24-28	Fall Break
27-28	Thanksgiving Holiday - Offices Closed

December

19	End of 2nd Quarter for Middle and High Schools
22	Winter Break Starts
24	Christmas Eve - Offices Closed
25	Christmas - Offices Closed
31	New Year's Eve - Offices Closed

January

1	New Year's Day - Offices Closed
12	Teachers Preparation Day / Last Day of Winter Break
13	Students Return from Winter Break
19	Martin Luther King, Jr. Day - Offices Closed

February

9	Lincoln Day (Observed) - Offices Closed
16	President's Day - Offices Closed
27	End of 2nd Trimester for Elementary Schools

March

11	Middle School Open House
18	Elementary School Open House
20	End of 3rd Quarter for Middle and High Schools
23-27	Spring Break

May

25	Memorial Day - Offices Closed

June

4	End of 4th Quarter for Middle and High Schools / End of 3rd Trimester for Elementary Schools
4	Last Day for Students
5	Teachers Preparation Day
TBA	Middle School Completion Ceremonies
TBA	High School Graduation Day
19	Juneteenth - Offices Closed

APPENDIX D.1

RIALTO UNIFIED SCHOOL DISTRICT
PRE-EVALUATION AGREEMENT
(to be completed within 40 days of onset of service)

Name of Evaluatee:_____ **Date:** _____ **School Year:** _____

Status: Probationary 1 ☐ **Probationary 2** ☐ **Permanent** ☐ **(check one)**

Site:_____ **Position:** _____

Grade Level(s)/Assignment(s)/Track: _____

Adjunct Duties:

A. California Standards for the Teaching Profession: Required Standards
   1. **Probationary 1 and Temporary teachers:** ☐
      - **CSTP 2, 3, and 5**
   2. **Probationary 2 (if second year in evaluation system) and tenured teachers:** ☐
      - **All Standards**

B. Evaluatee's specific area(s) of focus: (as defined in Article IX:I:8):

C. Methods of obtaining data:

D. Additional materials, instructional aids and support services critical to the function of the program (indicate availability):

Any revisions to this agreement will be mutually agreed upon, in writing, signed by both parties, and attached to this document.

Evaluatee Signature:_____
Date: _____

Evaluator Name: _____ Evaluator Signature: _____
Evaluator Title: _____ Date: _____

Rialto Unified School District APPENDIX D.2

Name of Evaluatee:	Name of Evaluator:	Date:

School Year: **Interim Evaluation Summary** (75 instructional days)

Summary of data obtained from observations, conferences and other evidence supporting performance on the California Standards for the Teaching Profession (CSTP).
Progress in areas of focus.
Areas of needed improvement. (requires an assistance plan).

Response from Evaluatee:

Evaluatee Signature:_____
Evaluatee Title: _____ Date: _____

Evaluator Signature:_____
Evaluator Title: _____ Date: _____

APPENDIX D.3

RIALTO UNIFIED SCHOOL DISTRICT
Non-Classroom Certificated Staff (Counselor)
ASSISTANCE PLAN
(as defined in Article IX.F.5)

Name of Evaluatee: _____ **Date:** _____ **School Year:** _____

Status: Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ **(check one)**

Site: _____ **Position:** _____

Grade Level(s)/Assignment(s): _____

Adjunct Duties:

A. Area(s) in need of improvement:

B. Growth Goal(s):

C. Implementation Plan (List specific actions to be taken by Evaluator and Evaluatee):

D. Assistance needed to support Goal(s) and Plan:

E. Expectations for Satisfactory performance:

F. Methods of obtaining Data:

Evaluatee Signature: _____
Date: _____

Evaluator Name: _____ Evaluator Signature: _____
Evaluator Title: _____ Date: _____

Revised 9/03

Rialto Unified School District **Final Evaluation Document** APPENDIX D.4

Evaluatee:	Evaluator:	Date:

Status: Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ (check one)

Site:_____ **Position:** _____

Grade Level(s)/Assignment(s)/Track: _____

OVERALL RATING			
UNSATISFACTORY	**SATISFACTORY WITH ASSISTANCE NEEDED**	**MEETS STANDARDS**	**EXEMPLARY**
• Unsatisfactory in two or more standards • **Unsatisfactory in one or more Standards of CSTP 2, 3, 5 (first year)**	• Meets expectations in most Standards.	• Meets expectations in all Standards	• Exceeds expectations in most standards and no Unsats or SWANs in standards.

FINAL EVALUATION SUMMARY
Statement of overall performance. Performance/achievement in focus areas. Areas in need of improvement (requires assistance plan).

Response from Evaluatee:

FINAL PERFORMANCE RATING:

☐ **EXEMPLARY**
☐ **MEETS STANARDS**
☐ **SATISFACTORY WITH ASSISTANCE NEEDED**
☐ **UNSATISFACTORY**

☐ **THE ADMINISTRATOR AND THE TEACHER CONSENT TO A 5 YEAR EVALUATION SCHEDULE**
(NOTE: Only teachers with permanent status and that have completed ten (10) years of teaching with the district are eligible. Principal's signature is required.)

Evaluatee Signature: _____
Date: _____

Evaluator Signature: _____
Evaluator Title: _____
Date: _____

Principal's Signature: _____ Date: _____

The evaluatee's signature does not constitute endorsement of the evaluation, but is a confirmation that discussion has taken place.

Rialto Unified School District **Final Evaluation Document** APPENDIX D.4

Evaluatee:	Evaluator:	Date:

STANDARD SUMMARIES (Based on evidence from "Criteria for Assessment")

STANDARD 1 - ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	Final Rating	
Summary:		

STANDARD 2 - CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	Final Rating	
Summary:		

STANDARD 3 – UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	Final Rating	
Summary:		

STANDARD 4 - PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	Final Rating	
Summary:		

STANDARD 5 - ASSESSING STUDENT LEARNING	Final Rating	
Summary:		

STANDARD 6 - DEVELOPING AS A PROFESSIONAL EDUCATOR	Final Rating	
Summary:		

Rialto Unified School District **Final Evaluation Document For NON-Classroom Certificated** APPENDIX D.5

Evaluatee:	Evaluator:	Date:

Status: Probationary 1 ☐ **Probationary 2** ☐ **Permanent** ☐ **(check one)**

Site: _____ **Position:**_____

Grade Level(s)/Assignment(s)/Track: _____

OVERALL RATING			
UNSATISFACTORY	**SATISFACTORY WITH ASSISTANCE NEEDED**	**MEETS STANDARDS**	**EXEMPLARY**
• Unsatisfactory in two or more standards • **Unsatisfactory in one or more Standards of CSTP 2, 3, 5 (first year)**	• Meets expectations in most Standards.	• Meets expectations in all Standards	• Exceeds expectations in most standards and no Unsats or SWANs in standards.

FINAL EVALUATION SUMMARY
Statement of overall performance. Performance/achievement in focus areas. Areas in need of improvement (requires assistance plan).

Response from Evaluatee:

FINAL PERFORMANCE RATING:

☐ **EXEMPLARY**
☐ **MEETS STANDARDS**
☐ **SATISFACTORY WITH ASSISTANCE NEEDED**
☐ **UNSATISFACTORY**

☐ **THE ADMINISTRATOR AND THE TEACHER CONSENT TO A 5 YEAR EVALUATION SCHEDULE**
(NOTE: Only teachers with permanent status and that have completed ten (10) years of teaching with the district are eligible. Principal's signature is required when at a school site.)

Evaluatee Signature: _____ Evaluator Signature: _____
Date: _____ Evaluator Title: _____
Date: _____

Principal's Signature: _____ Date: _____

The evaluatee's signature does not constitute endorsement of the evaluation, but is a confirmation that discussion has taken place.

Final Evaluation Document

Rialto Unified School District **For NON-Classroom Certificated** APPENDIX D.5

Evaluatee:	**Evaluator:**	**Date:**

STANDARD SUMMARIES (Based on evidence from "Criteria for Assessment")

STANDARD 1 – ADHERENCE TO ESTABLISHED PROCEDURES WITHIN THE SCOPE OF THE UNIT MEMBER'S ASSIGNMENT	**Final Rating**	_____
Summary:		

STANDARD 2 – FULFILLMENT OF RESPONSIBILITIES AND DUTIES TO STUDENTS, PARENTS AND STAFF	**Final Rating**	_____
Summary:		

STANDARD 3 – DEMONSTRATION OF KNOWLEDGE AND SKILLS OF THE ASSIGNMENT	**Final Rating**	_____
Summary:		

Rialto Unified School District
Final Evaluation Document
For NON-Classroom Certificated (Counselor)

APPENDIX D.6

Evaluatee:	Evaluator:	Date:

Status: Probationary 1 ☐ **Probationary 2** ☐ **Permanent** ☐ **(check one)**
Site: _____ **Position:**_____

Grade Level(s)/Assignment(s)/Track: _____

OVERALL RATING			
UNSATISFACTORY	**SATISFACTORY WITH ASSISTANCE NEEDED**	**MEETS STANDARDS**	**EXEMPLARY**
• Unsatisfactory in two or more standards	• Meets expectations in most Standards.	• Meets expectations in all Standards	• Exceeds expectations in most standards and no Unsats or SWANs in standards.

FINAL EVALUATION SUMMARY
Statement of overall performance. Performance/achievement in focus areas. Areas in need of improvement (requires assistance plan).
Response from Evaluatee:

FINAL PERFORMANCE RATING:

☐ **EXEMPLARY**
☐ **MEETS STANDARDS**
☐ **SATISFACTORY WITH ASSISTANCE NEEDED**
☐ **UNSATISFACTORY**

☐ **THE ADMINISTRATOR AND THE TEACHER CONSENT TO A 5 YEAR EVALUATION SCHEDULE**
(NOTE: Only teachers with permanent status and that have completed ten (10) years of teaching with the district are eligible. Principal's signature is required when at a school site.)

Evaluatee Signature: _____
Date: _____

Evaluator Signature: _____
Evaluator Title: _____
Date: _____

Principal's Signature: _____ Date: _____

The evaluatee's signature does not constitute endorsement of the evaluation, but is a confirmation that discussion has taken place.

Evaluatee:	Evaluator:	Date:

Rialto Unified School District
Final Evaluation Document
For NON-Classroom Certificated (Counselor)

APPENDIX D.6

STANDARD SUMMARIES (Based on evidence from "Criteria for Assessment")

STANDARD 1 – ENGAGE, ADVOCATE FOR AND SUPPORT ALL STUDENTS IN LEARNING	Final Rating	_____
Summary:		

STANDARD 2 – PLAN, IMPLEMENT AND EVALUATE PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS	Final Rating	_____
Summary:		

STANDARD 3 – UTILIZE MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT	Final Rating	_____
Summary:		

Rialto Unified School District
Final Evaluation Document
For NON-Classroom Certificated (Counselor)

APPENDIX D.6

STANDARD SUMMARIES (Based on evidence from "Criteria for Assessment")

STANDARD 4 – COLLABORATE AND COORDINATE WITH SCHOOL AND COMMUNITY RESOURCES	Final Rating	_____
Summary:		

STANDARD 5 – PROMOTE AND MAINTAIN A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS	Final Rating	_____
Summary:		

STANDARD 6 – DEVELOP AS A PROFESSIONAL SCHOOL COUNSELOR	Final Rating	_____
Summary:		

Name of Evaluatee:	Name of Evaluator:	Date:

RATINGS

	Expectations for:	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Ratings for Elements based on CSTP Rubric	1st year teacher	Unsatisfactory or SWAN	Meets Standards	Meets Standards	Meets Standards / Exemplary	Meets Standards / Exemplary
	2nd year teacher	Unsatisfactory	SWAN or Meets Standards	Meets Standards	Meets Standards / Exemplary	Meets Standards / Exemplary
	3rd year and tenured teacher (except Intern)	Unsatisfactory	Unsatisfactory or SWAN	Meets Standards	Meets Standards / Exemplary	Meets Standards / Exemplary

RATING	ELEMENT	STANDARD	OVERALL
UNSATISFACTORY	Below expectations in most areas specified in the element	• Unsatisfactory in three or more elements.	• Unsatisfactory in two or more standards • Unsatisfactory in one or more Standards of CSTP 2, 3, 5
SATISFACTORY WITH ASSISTANCE NEEDED	Meets expectations in most areas of the element.	• Meets expectations in most elements	• Meets expectations in most Standards.
MEETS STANDARDS	Meets expectations in all areas of the element	• Meets expectations in all elements	• Meets expectations in all of the Standards
EXEMPLARY	Exceeds expectations in all areas of the element	• Exceeds expectations in most elements and no Unsatisfactory or SWAN elements	• Exceeds expectations in most standards and no Unsats or SWAN standards.

STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING
Rating code (adjusted for experience expectations): U – Unsatisfactory, SWAN – Satisfactory with Assistance Needed, M – Meets Standards, E – Exemplary

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	1.1) Using knowledge of students to engage them in learning	Learns about students through data provided by the school and/or through district assessments. Some students may engage in learning using instructional strategies focused on the class as a whole.	Gathers additional data to learn about individual students. Students engage in single lessons or sequence of lessons that include some adjustments based on assessments.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs. Students engage in learning through the use of adjustments in instruction to meet their needs.	Uses data from multiple measures to make adjustments to instruction and meet individual identified learning needs. Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.	Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction. Students take ownership of their learning by choosing from a wide range of methods to further their learning that are responsive to their diverse learning needs.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	1.2) Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	Develops awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students. Some students connect learning activities to their own lives.	Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning. Students participate in single lessons or sequence of lessons related to their interests and experiences.	Uses school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning. Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.	Integrates broad knowledge of students and their communities to inform instruction. Students are actively engaged in curriculum which relates their prior Knowledge, experiences, and interests within and across learning activities.	Develops and systematically uses extensive information regarding students' cultural backgrounds, prior knowledge, life experiences, and interests. Students can articulate the relevance and impact of lessons on their lives and society.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	1.3) Connecting subject matter to meaningful, real-life contexts	Uses real-life connections during instruction as identified in curriculum. Some students relate subject matter to real-life.	Explores using additional real-life connections to subject matter in single lessons or sequence of lessons to support student understanding. Students make use of real-life connections provided in single lessons or sequence of lessons to support understanding of subject matter.	Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community. Students utilize real-life connections regularly to develop understandings of subject matter.	Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to engage students in relating to subject matter. Students actively engage in making and using real life connections to subject matter to extend their understanding.	Engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction. Students routinely integrate subject matter into their own thinking and make relevant applications of subject matter during learning activities.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	1.4) Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	Uses instructional strategies, resources, and technologies as provided by school and/or district. Some students participate in instructional strategies, using resources and technologies provided.	Explores additional instructional strategies, resources, and technologies in single lessons or sequence of lessons to meet students' diverse learning needs. Students participate in single lessons or sequence of lessons related to their interests and experiences.	Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs. Students participate in instruction using strategies, resources, and technologies matched to their learning needs.	Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs. Students actively engage in instruction and make use of a variety of targeted strategies, resources, and technologies to meet their individual learning needs.	Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs. Students take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	1.5) Promoting critical thinking through inquiry, problem solving, and reflection	Asks questions that focus on factual knowledge and comprehension. Some students respond to questions regarding facts and comprehension.	Includes questions in single lessons or a sequence of lessons that require students to recall, interpret, and think critically. Students respond to varied questions or tasks designed to promote comprehension and critical thinking in single lessons or a sequence of lessons.	Guide students to think critically through use of questioning strategies, posing/solving problems, and reflection on issues in content. Students respond to questions and problems posed by the teacher and begin to pose and solve problems of their own related to the content.	Supports students to initiate critical thinking through independently developing questions, posing problems and reflecting on multiple perspectives. Students pose problems and construct questions of their own to support inquiries into content.	Facilitates systematic opportunities for students to apply critical thinking by designing structured inquires into complex problems. Students pose and answer a wide-range of complex questions and problems, reflect, and communicate understandings based on in depth analysis of content learning.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	1.6) Monitoring student learning and adjusting instruction while teaching	Implements lessons following curriculum guidelines. Some students receive individual assistance during instruction.	Seeks to clarify instructions and learning activities to support student understanding. Students receive assistance individually or in small groups during instruction.	Makes ongoing adjustments to instruction based on observation of student engagement and regular checks for understanding. Students successfully participate and stay engaged in learning activities.	Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge. Students are able to articulate their level of understanding and use teacher guidance to meet their needs during instruction.	Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively. Students monitor their progress in learning and provide information to teacher that informs adjustments in instruction.
Evidence And Comments						

STANDARD 2 - CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
Rating code (adjusted for experience expectations): U – Unsatisfactory, SWAN – Satisfactory with Assistance Needed, M – Meets Standards, E – Exemplary

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	2.1) Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	Models and communicates expectations for fair and respectful behavior to support social development. Some students share in responsibility for the classroom community.	Models fair and respectful behavior. Demonstrates commitment to fairness and respect in communications with students about language and behavior. Seeks to understand cultural perceptions of caring community. Students participate in occasional community building activities, designed to promote caring, fairness, and respect.	Reinforces positive, responsible, and respectful student interactions. Assists students to resolve conflicts. Incorporate cultural awareness to develop a positive classroom climate. Students demonstrate efforts to be positive, accepting, and respectful of differences.	Develops shared responsibility with students for resolving conflict and creating and maintaining a caring classroom community. Supports students in taking leadership in developing a caring community that is responsive to the diverse cultural norms of identities of all students. Students take responsibility resolving conflicts and maintaining a caring classroom community. Students promote respect and appreciation for differences.	Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members. Students take leadership in resolving conflict and creating a fair and respectful classroom community where student's home culture is included and valued. Students communicate with empathy and understanding in interactions with one another.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	2.2) Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	Is aware of the importance of the physical and/or virtual learning environments that support student learning. Is aware that structured interaction between students can support learning. Some students use available resources in learning environments during instruction.	Experiments with adapting the physical and/or virtual learning environments that support student learning. Structures for interaction are taught in single lessons or sequence of lessons to support student learning. Students use resources provided in learning environments and interact with each other to understand and complete learning tasks in single lessons or sequence of lessons.	Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning. Utilizes a variety of structures for interaction during learning activities that ensure a focus on and completion of learning tasks. Students use a variety of resources in learning environments and interact in ways that deepen their understanding of the content and develop constructive social and academic interactions.	Maintains physical and/or virtual learning environments that reflect student diversity and provides a broad range of resources, displays, and artifacts that are current and integral to instruction. Integrates a variety of structures for interaction that engage students constructively and productively in learning. Students routinely use a range of resources in learning environments that relate to and enhance instruction and reflect their diversity. Students share in monitoring and assessment of interactions to improve effectiveness and develop a positive culture for learning.	Adapts physical and/ or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom. Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students. Students participate in monitoring and changing the design of learning environments and structures for interactions.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	2.3) Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	Adheres to policies and laws regarding safety that are required by the site, district, and state. Responds to behaviors that impact student safety as they arise. Students are aware of required safety procedures and the school and classroom rational for maintaining safety.	Recognizes and addresses safety issues regarding materials, student interactions, and the organization of the learning environments. Explores strategies to establish intellectual and emotional safety in the classroom. Students follow teacher guidance regarding potential safety issues for self or others.	Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum. Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety. Students take risks, offer opinions, and share alternative perspectives	Integrates support for students to take risks and offer respectful opinions about divergent viewpoints. Engages in reflection on their own language and behavior that contributes to intellectual and emotional safety in the classroom. Students develop and practice resiliency skills and strategies to strive for academic achievement, and establish intellectual and emotional safety in the classroom.	Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning. Students demonstrate resiliency in perseverance for academic achievement. Students maintain intellectual and emotional safety for themselves and others in the classroom.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	2.4) Creating a rigorous Learning environment with high expectations and appropriate support for all students	Focuses the rigor of the learning environment on accuracy of answers and completion of learning tasks. Is aware of the importance of maintaining high expectations for students. Some students ask for teacher support to understand or complete learning tasks.	Strives for a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals. Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students. Some individuals and groups of students work with the teacher to support accuracy and comprehension in their learning.	Develops a rigorous learning environment that includes accuracy, analysis, problem solving, and appropriate levels of challenge. Holds high expectations for students. Has an understanding of achievement patterns, and uses scaffolds to address achievement gaps. Students engage in a variety of differentiated supports and challenges in ways that promote their accuracy, analysis, and problem solving in learning.	Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing and thinking. Integrates strategic scaffolds and technologies throughout instruction that support the full range of learners in meeting high expectations for achievement. Students actively use supports and challenges to complete critical reading, writing, higher order thinking, and problem solving across subject matter.	Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis and purposeful use of learning. Supports students to utilize an extensive repertoire of differentiated strategies to meet high expectations. Students take responsibility to fully utilize teacher and peer support, to achieve consistently high levels of factual and analytical learning.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	2.5) Developing, communicating, and maintaining high standards for individual and group behavior	Establishes expectations, rules, and consequences for individual and group behavior. Refers to standards for behavior and applies consequences as needed. Students are aware of classroom rules and consequences.	Develops expectations with some student involvement. Communicates, models and explains expectations for individual and group behavior. Reviews standards for behavior with students in single lessons or sequence of lessons in anticipation of need for reinforcement. Students know expectations for behavior and consequences and respond to guidance in following them.	Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior. Utilizes routine references to standards for behavior prior and during individual and group work. Students follow behavior expectations, accept consequences and increase positive behaviors.	Integrates equitable expectations, positive supports, and consequences for individual and group behavior within and across learning activities. Guides and supports students to self-assess, monitor, and set goals for individual and group behavior and participation. Students respond to individual and group behaviors and encourage and support each other to make improvements.	Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors. Students demonstrate positive behavior, consistent participation and are valued for their unique identities.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	2.6) Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Establishes procedures, routines or norms for single lessons to support student learning. Responds to disruptive Behavior. Students are aware of procedures, routines, and classroom norms.	Develops routines, procedures, and norms in single lessons or sequence of lessons with some student involvement. Seeks to promote positive behaviors and responds to disruptive behavior. Students receive correction for behavior that interferes with learning, and positive reinforcement in following routines, procedures, and norms.	Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms. Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen disruptions to the learning climate. Students participate in routines, procedures, and norms and receive reinforcement for positive behaviors. Students receive timely and effective feedback and consequences for behaviors that interfere with learning.	Engages students in monitoring and reflecting on routines, procedures, and norms in ways that are culturally responsive. Maintains a quality learning climate that builds on student strengths. Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning climate. Students are involved in assessment and monitoring of routines, procedures, and norms in ways that improve the learning climate.	Facilitates student participating in developing, monitoring, and adjusting routines and procedures focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms. Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive behavior. Students share responsibility with teacher for managing and maintaining a positive classroom climate that promotes learning.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	2.7) Using instructional time to optimize learning	Paces instruction based on curriculum guidelines. Develops awareness of how transitions and classroom management impact pacing and lessons. Some students complete learning activities in time allotted.	Paces instruction with some consideration of lesson type, adjustments for sufficient student work time and transitions to optimize learning. Students complete learning activities and, as needed, may receive some adjustments of time allotted for tasks or expectations for completion.	Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure. Students participate in and complete a variety of learning activities in the time allotted with options for extension and review.	Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time. Students use their instructional time to engage in and complete learning activities and are prepared for the next sequence of instruction.	Paces, adjusts, and fluidly facilitates instruction and daily activities. Students monitor their own time, are engaged in accomplishing learning goals, and participate in reflection, self-assessment, and goal setting.
Evidence And Comments						

STANDARD 3 - UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Rating code (adjusted for experience expectations): U – Unsatisfactory, SWAN – Satisfactory with Assistance Needed, M – Meets Standards, E – Exemplary

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	3.1) Demonstrating knowledge of subject matter academic content standards	Has foundational knowledge of subject matter, related academic language and academic content standards.	Examines concepts in subject matter and academic language, to identify connections between academic content standards and instruction.	Understands and explains the relationship between essential subject matter concepts, academic language, and academic content standards.	Uses broad knowledge of inter-relationships of concepts, academic content standards, and academic language, in ways that ensure clear connections and relevance to students.	Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction and extend student learning.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	3.2) Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	Has basic knowledge of student stages of development while becoming aware of differences in students' understanding of subject matter. Teaches subject-specific vocabulary following curriculum guidelines.	Expands knowledge of student development and implements learning activities in single lessons or sequence of lessons that address students' proficiencies and support understanding of subject matter including related academic language. Provides explicit teaching of essential content vocabulary and associated academic language in single lessons or sequence of lessons. Explains academic language, formats, and vocabulary to support student access to subject matter when confusions are identified	Adapts instruction in response to knowledge of student development and proficiencies to meet students' diverse learning needs. Ensures understanding of subject matter including related academic language. Provides explicit teaching of essential vocabulary, idioms, key words with multiple meanings, and academic language in ways that engage students in accessing subject matter text or learning activities.	Integrates knowledge of range of students development into instructional decisions to ensure student understanding of subject matter including related academic language. Provides explicit teaching of specific academic language, text structure, grammatical, and stylistic language features to ensure equitable access and subject matter understanding for the range of student language levels and abilities.	Utilizes comprehensive knowledge of students to guide all students to develop proficiencies, understand subject matter including related academic language. Engages students at all levels of vocabulary, academic language, and proficiency in self-directed goal setting, monitoring, and improvement. Guides all students in using analysis strategies that provides equitable access and deep understanding of subject matter.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	3.3) Organizing curriculum to facilitate student understanding of the subject matter	Follows organization of curriculum as provided by site and district to support student understanding of subject matter.	Examines organization of curriculum and considers adjustments in single lessons or sequence of lessons to support understanding of subject matter.	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.	Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding.	Uses extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction. Ensures student comprehension and facilitates student articulation about what they do and don't understand.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	3.4) Utilizing instructional strategies that are appropriate to the subject matter	Uses instructional strategies that are provided in the curriculum.	Gathers and uses additional instructional strategies in single lessons or sequence of lessons to increase student understanding of academic language appropriate to subject matter.	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.	Integrates instructional strategies appropriate to subject matter to meet students' diverse learning, to ensure student understanding of academic language, and guide students in understanding connections within and across subject matter.	Uses an extensive repertoire of instructional strategies to develop enthusiasm, meta-cognitive abilities, and support and challenge the full range of students towards a deep knowledge of subject matter.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	3.5) Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students	Uses available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students. Identifies technological resources needed.	Explores additional Instructional materials, resources, and technologies to make subject matter accessible to students. Explores how to make technological resources available to all students.	Selects, adapts, and utilizes appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter. Guides students to use available print, electronic, and online subject matter resources based on individual needs.	Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students. Assists students with equitable access to materials, resources, and technologies. Seeks outside resources and support.	Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter. Ensures that students are able to obtain equitable access to a wide range of technologies, through ongoing links to outside resources and support.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	3.6) Addressing the needs of ***English Learners*** and students with special needs* to provide equitable access to the content	Is aware of students' primary language and English language proficiencies based on available assessment data. Provides adapted materials to help English Learners access content.	Seeks additional information describing elements of culture and language proficiencies in listening, speaking, reading and writing. Uses multiple measures for assessing English learners' performance to identify gaps in English language development. Attempts to scaffold content using visuals, models, and graphic organizers.	Identifies language proficiencies and English learner strengths in the study of language and content. Differentiates instruction using one or more components of English language development to support English learners. Creates and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and content level English language development in order for students to improve language proficiencies and understand content.	Integrates knowledge of English language development and English learner's strengths and assessed needs into English language and content instruction. Develops and adapts instruction to provide wide range of scaffolded supports for language and content for the range of English learners.	Engages English learners in assessment of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals. Is resourceful and flexible in the design, adjustment and elimination of scaffolds based on English learners' proficiencies, knowledge and skills in content.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	3.6) Addressing the needs of English Learners and ***students with special needs**** to provide equitable access to the content	Has an awareness of the full range of students identified with special needs students through data provided by the school. Attends required meetings with resource personnel and families. Learns about referral processes for students with special needs.	Seeks additional information on the full range of students identified with special needs to address challenges or supports in single lessons or sequence of lessons. Cooperates with resource personnel, para-educators, and families during meetings and activities in support of learning plans and goals. Seeks additional information on struggling learners and advanced learners to determine appropriateness for referral.	Utilizes information on the full range of students identified with special needs to assess strengths and competencies to provide appropriate challenge and accommodations in instruction. Communicates regularly with resource personnel, para-educators, and families to ensure that student services are provided and progress is made in accessing appropriate content. Refers students as needed in a timely and appropriate manner supported with documented data over time, including interventions tried previous to referral.	Integrates accommodations, adaptations, and extensions to instruction for the full range of students with special needs to ensure adequate support and challenge. Communicates and collaborates with colleagues, support staff and families to ensure consistent instruction. Supports families in positive engagement with the school. Initiates and monitors referral processes and follow-up meetings to ensure that students receive support and/or extended learning that is integrated into the core curriculum.	Guides and supports the full range of students with special needs to actively engage in the assessment, and monitor their own strengths, learning needs, and achievements in accessing content. Communicates and collaborates with resource personnel, para-educators, families, leadership, and students in creating a coordinated program to optimize success of the full range of students with special needs. Takes leadership at the site/district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.
Evidence And Comments						

Please see the additional Standard elements that are of particular importance in the effective instruction of English Learners:
Standard Element 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
Standard Element 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
Standard Element 6.4 Working with families to support student learning

* The full range of students with special needs includes students with IEPs, 504 Plans and advanced learners.
Please see the additional Standard elements that are of particular importance in the effective instruction of students with special needs:
Standard Element 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure climate in which all students can learn.
Standards 2 and 4 contain multiple references to differentiation, adaptations, and adjustments that are all critical supports for students with special needs.

STANDARD 4 - PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
Rating code (adjusted for experience expectations): U – Unsatisfactory, SWAN – Satisfactory with Assistance Needed, M – Meets Standards, E – Exemplary

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	4.1) Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.	Plans daily lessons using available curriculum and information from district and state required assessments. Is aware of the impact of bias on learning.	Plans single lessons or sequence of lessons using additional assessment information on student academic readiness, language, cultural background, and individual development. Becomes aware of potential areas of bias and seeks to learn about culturally responsive pedagogy.	Plans differentiated instruction based on knowledge of students' academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social, emotional, and physical development to meet their individual needs. Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.	Plans differentiated instruction which is based on broad knowledge of students. Matches resources and specific strategies to students' diverse learning needs and cultural backgrounds. Planning addresses bias, stereotyping, and assumptions about cultures and members of cultures.	Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students. Engages students in the analysis of bias, stereotyping, and assumptions.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	4.2) Establishing and articulating goals for student learning	Communicates learning objectives for single lessons to students based on content standards and available curriculum guidelines.	Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons.	Establishes and communicates to students clear learning goals for content that are accessible, challenging, and differentiated to address students' diverse learning needs.	Establishes and articulates learning goals to students that integrate content standards with students' strengths, interests, and learning needs.	Establishes and articulates comprehensive short and long-term learning goals for students. Assists students to articulate and monitor learning goals.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
____	4.3) Developing and sequencing long-term and short-term instructional plans to support student learning	Uses available curriculum guidelines for daily, shorthand long-term plans.	Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning.	Establishes short- and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student learning.	Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning.	Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long- and short-term instructional plans that ensure high levels of learning.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
____	4.4) Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	Plans instruction that incorporates strategies suggested by curriculum guidelines. Is aware of student content, learning, and language needs through data provided by the site and district.	Selects strategies for single lessons or sequence of lessons that respond to students' diverse learning needs. Seeks to learn about students' diverse learning and language needs beyond basic data.	Incorporates differentiated instructional strategies into ongoing planning that addresses culturally responsive pedagogy, students' diverse language, and learning needs and styles. Uses assessments of students' learning and language needs to inform planning differentiated instruction.	Plans instruction using a wide range of strategies to address learning styles and meet students' assessed language and learning needs. Provides appropriate support and challenge for students. Integrates results from a broad range of assessments into planning to meet students' diverse learning and language needs.	Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all. Facilitates opportunities for students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
____	4.5) Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	Implements lessons and uses materials from curriculum provided.	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.	Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.	Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.	Anticipates and plans for a wide range of adaptations to lessons based on in depth analysis of individual student needs. Engages with students to identify types of adjustments in instruction that best meet their learning needs.
Evidence And Comments						

STANDARD 5 - ASSESSING STUDENTS FOR LEARNING

Rating code (adjusted for experience expectations): U – Unsatisfactory, SWAN – Satisfactory with Assistance Needed, M – Meets Standards, E – Exemplary

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	5.1) Applying knowledge of the purposes, characteristics, and uses of different types of assessments	Is aware of the purposes and characteristics of formative and summative assessments.	Explores the use of different types of pre-assessment, formative and summative assessments. Begins to identify specific characteristics of assessments that yield different types of information about student preparedness, progress, and proficiency.	Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments. Selects assessments based on a clear understanding of the purposes and characteristics of assessments to support student learning.	Develops and adapts the range of appropriate assessments to address questions about students' learning needs and progress. Integrates a variety of characteristics into assessments to allow students with a range of learning needs to demonstrate what they know.	Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and reflect progress. Draws flexibly from a repertoire of appropriate assessment options and characteristics to maximize student demonstration of knowledge.
Evidence And Comments						
RATING	**KEY ELEMENT**	**EMERGING**	**EXPLORING**	**APPLYING**	**INTEGRATING**	**INNOVATING**
_____	5.2) Collecting and analyzing assessment data from a variety of sources to inform instruction	Uses data from required assessments to assess student learning. Follows required processes for data analysis and draws conclusions about student learning.	Explores collecting additional data using supplemental assessments. Makes adjustments in planning for single lessons or sequence of lessons based on analysis of assessment data.	Collects a variety of formal and informal assessment data on student learning. Uses analysis of a variety of data to inform planning and differentiation of instruction.	Designs and integrates an assessment plan that provides formal and informal assessment data on student learning. Uses data analysis of a broad range of assessments to provide comprehensive information to guide planning and differentiation of instruction.	Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data appropriate for the range of learning needs. Uses results of ongoing data analysis to plan and differentiate instruction for maximum academic success.
Evidence And Comments						
RATING	**KEY ELEMENT**	**EMERGING**	**EXPLORING**	**APPLYING**	**INTEGRATING**	**INNOVATING**
_____	5.3) Reviewing data, both individually and with colleagues, to monitor student learning	Reviews and monitors available assessment data as required by site and district processes.	Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.	Reviews and monitors a variety of data on student learning individually and with colleagues to identify trends and patterns among groups of students.	Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.	Facilitates collaborative work and fosters colleagues ability to identify and address underlying causes for achievement patterns and trends.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	5.4) Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Uses data from assessments provided by site and district to set learning goals for the class. Plans instruction using available curriculum guidelines.	Uses data from available assessments to establish content based learning goals for class and individual students in single lessons or sequence of lessons. Plans adjustments in instruction to address learning needs of individual students.	Uses a variety of assessment data to set student learning goals for content and academic language. Plans differentiated lessons and modifications to instruction to meet students' diverse learning needs.	Uses a broad range of data to set learning goals for content and academic language that are integrated across content standards for individuals and groups. Plans differentiated instruction targeted to meet individual and group learning needs and modifies lessons during instruction based on informal assessments.	Reflects on data continuously to make ongoing refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction, and make ongoing adjustments to match the evolving learning needs of individuals and groups.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	5.5) Involving all students in self-assessment, goal setting*, and monitoring progress	Informs students about lesson objectives, outcomes, and summative assessment results. Recognizes the need for individual learning goals. Monitors progress using available tools for recording.	Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises. Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress toward class or individual goals.	Models and scaffolds student self-assessment and goal setting processes for learning content and academic language development. Guides students to monitor and reflect on progress on a regular basis.	Implements structures for students to self-assess and set learning goals related to content, academic language and individual skills. Integrates student selfassessment, goal setting, and monitoring progress across the curriculum.	Provides systematic opportunities for student self-assessment, goal setting, and monitoring progress. Develops students' meta-cognitive skills for analyzing progress and refining goals towards high levels of academic achievement.
Evidence And Comments						

*Consider the inclusion of English Language Development or Academic English goals along with content goals.

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	5.6) Using available technologies to assist in assessment, analysis, and communication of student learning	Uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.	Explores use of additional technologies to implement individual assessments, record results, and communicate with administration, colleagues, and families about student learning.	Uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, families, and students. Ensures that communications are received by those who lack access to technology.	Integrates a variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all audiences.	Uses a wide range of technologies to design, implement, and analyze assessments and provides for in depth and ongoing communication regarding student learning for all audiences.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	5.7) Using assessment information to share timely and comprehensible feedback with students and their families	Provides students with feedback through assessed work and required summative assessments. Notifies families of student proficiencies, challenges, and behavior issues through school mandated procedures.	Provides students with additional feedback based on formative assessments from single lessons or sequence of lessons. Seeks to provide feedback in ways that students understand. Communicates with families about student progress, strengths, and needs at reporting periods. Contacts families as needs arise regarding struggling students or behavior issues.	Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement. Provides opportunities for comprehensible and timely two-way communications with families to share student assessments, progress, raise issues and/or concerns, and guide family support.	Integrates the ongoing sharing of comprehensible feedback to students from formal and informal assessments in ways that support increased learning. Communicates regularly with families to share a range of assessment information that is comprehensible and responsive to individual student and family needs.	Facilitates students' leadership in seeking and using ongoing comprehensible feedback to accelerate their learning. Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor support.
Evidence And Comments						

STANDARD 6 - DEVELOPING AS A PROFESSIONAL EDUCATOR
Rating code (adjusted for experience expectations): U – Unsatisfactory, SWAN – Satisfactory with Assistance Needed, M – Meets Standards, E – Exemplary

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	6.1) Reflecting on teaching practice in support of student learning	Is aware of the need to reflect on teaching practice to support student learning. Reflects individually or with colleagues on immediate student learning needs.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and impact on the full range of learners.	Reflects individually and with colleagues on refinements in teaching practice and connections among the elements of the CSTP to positively impact the full range of learners.	Maintains ongoing reflective practice and action research in supporting student learning and raising the level of academic achievement. Engages in and fosters reflection among colleagues for school wide impact on student learning.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	6.2) Establishing professional goals and engaging in continuous and purposeful professional growth and development	Develops goals connected to the *CSTP* through required processes and local protocols. Attends required professional development.	Sets goals connected to the *CSTP* that takes into account self-assessment of teaching practice. Expands knowledge and skills individually and with colleagues through available professional development.	Sets goals connected to the *CSTP* that are authentic, challenging, and based on self- assessment. Aligns personal goals with school and district goals, and focuses on improving student learning. Selects and engages in professional development based on needs identified in professional goals.	Sets and modifies authentic goals connected to the *CSTP* that are intellectually challenging and based on self-assessment and feedback from a variety of sources. Engages in and contributes to professional development targeted on student achievement. Pursues a variety of additional opportunities to learn professionally.	Sets and modifies a broad range of professional goals connected to the *CSTP* to improve instructional practice and impact student learning within and beyond the classroom. Engages in ongoing inquiry into teacher practice for professional development. Contributes to professional organizations, and development opportunities to extend own teaching practice.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	6.3) Collaborating with colleagues and the broader professional community to support teacher and student learning	Attends staff, grade level, department, and other required meetings and collaborations. Identifies student and teacher resources at the school and district level.	Consults with colleagues to consider how best to support teacher and student learning. Begins to identify how to access student and teacher resources in the broader professional community.	Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level. Interacts with members of the broader professional community to access resources that support teacher effectiveness and student learning.	Collaborates with colleagues to expand impact on teacher and student learning within grade or department and school and district levels. Engages with members of the broader professional community to access resources and a wide range of supports for teaching the full range of learners.	Facilitates collaboration with colleagues. Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession. Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.
Evidence And Comments						
RATING	**KEY ELEMENT**	**EMERGING**	**EXPLORING**	**APPLYING**	**INTEGRATING**	**INNOVATING**
_____	6.4) Working with families to support student learning	Is aware of the role of the family in student learning and the need for interactions with families.	Acknowledges the importance of the family's role in student learning. Seeks information about cultural norms of families represented in the school. Welcomes family involvement at classroom/ school events.	Supports families to contribute to the classroom and school. Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools.	Provides opportunities and support for families to actively participate in the classroom and school. Communicates to families in ways which show understanding of and respect for cultural norms.	Structures a wide range of opportunities for families to contribute to the classroom and school community. Supports a school/district environment in which families take leadership to improve student learning.
Evidence And Comments						
RATING	**KEY ELEMENT**	**EMERGING**	**EXPLORING**	**APPLYING**	**INTEGRATING**	**INNOVATING**
_____	6.5) Engaging local communities in support of the instructional program	Develops awareness about local neighborhoods and communities surrounding the school. Uses available neighborhood and community resources in single lessons.	Seeks available neighborhood and community resources. Includes references or connections to communities in single lessons or sequence of lessons.	Uses a variety of neighborhood and community resources to support the curriculum. Includes knowledge of communities when designing and implementing instruction.	Utilizes a broad range of neighborhood and community resources to support the instructional program, students, families. Draws from understanding of community to improve and enrich the instructional program.	Collaborates with community members to increase instructional and learning opportunities for students. Engages students in leadership and service in the community. Incorporates community members into the school learning community.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
_____	6.6) Managing professional responsibilities to maintain motivation and commitment to all students	Develops an understanding of professional responsibilities. Seeks to meet required commitments to students.	Maintains professional responsibilities in timely ways and seeks support as needed. Demonstrates commitment by exploring ways to address individual student needs.	Anticipates professional responsibilities and manages time and effort required to meet expectations. Pursues ways to support students' diverse learning needs and maintains belief in students' capacity for achievement.	Integrates the full range of professional responsibilities into advanced planning and prepares for situations that may be challenging. Maintains continual efforts to seek, develop, and refine new and creative methods to ensure individual student learning.	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively. Supports colleagues to maintain the motivation, resiliency, and energy to ensure that all students achieve.
Evidence And Comments						

RATING	KEY ELEMENT	EMERGING – EXPLORING – APPLYING	INTEGRATING - INNOVATING
_____	6.7) Demonstrating professional responsibility, integrity, and ethical conduct	*Follows all state education codes, legal requirements, district and site policies, contractual agreements, and ethical responsibilities.** ** As follows:* • *Takes responsibility for student academic learning outcomes.* • *Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students.* • *Adheres to legal and ethical obligations in teaching the full range of learners, including English learners and students with special needs.* • *Reports suspected cases of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act.* • *Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment.* • *Understands and implements school and district policies and state and federal law in responding to inappropriate or violent student behavior.* • *Complies with legal and professional obligations to protect the privacy, health, and safety of students, families, and other school professionals.* • *Models appropriate behavior for students, colleagues, and the profession* • *Acts in accordance with ethical considerations for students.* • *Maintains professional conduct and integrity in the classroom and school community.*	Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances. Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication. Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.
Evidence And Comments			

RIALTO UNIFIED SCHOOL DISTRICT

All Personnel

BP 4144(a)
4244
4344

COMPLAINTS

The Board of Education recognizes the need to establish a process to allow employees and job applicants to have their concerns heard in an expeditious and unbiased manner. The Board expects that employees will make every effort to resolve complaints and disagreements informally before filing a formal complaint.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 3320 - Claims and Actions Against the District)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

The Board prohibits retaliation against complainants. The Superintendent or designee may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint.

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

All matters related to a complaint shall be kept confidential and any document, communication, or record regarding the complaint shall be placed in a separate file and shall not be placed in an employee's personnel file.

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

Legal Reference (see next page)

COMPLAINTS (continued)

Legal Reference:

EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
35186 Williams uniform complaint procedures
44110-44114 Reporting by school employees of improper governmental activity
GOVERNMENT CODE
3543 Public school employees' rights
3543.1 Rights of employee organizations
53296-53299 Disclosure of confidential information: whistleblower
54957 Closed session; personnel matters
LABOR CODE
1102.5-1106 Whistleblower protections
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in District programs and activities

Management Resources:

CSBA: http://www.csba.org

Policy
adopted: August 11, 1999
revised: June 10, 2009

RIALTO UNIFIED SCHOOL DISTRICT
Rialto, California

APPENDIX G.1

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Grievance – Informal Conference Level

To: _____ _____
(Name) *(Title)*

From: _____ _____
(Grievant) *(Work Location)*

Date event took place: _____ Date of Informal Conference: _____

1. Concise statement of the Grievance: (include names, dates, places, times, circumstances)

_____

_____

_____

_____

_____

2. What specific provision of the Agreement is alleged to have been violated?

Page: _____ Article: _____ Sub Paragraph(s): _____

_____

_____

_____

_____

_____

3. Decision rendered at the informal conference: _____

_____

_____

Signature of conferees:

Grievant: _____ Date: _____

Supervisor: _____ Date: _____

_____: _____ Date: _____

"Grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of the Agreement (the Contract) that adversely affects the grievant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Grievant
Assistant Superintendent, Business Services

APPENDIX G.2

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Grievance – Level I

To: _____ _____
(Name) (Title)

From: _____ _____
(Grievant) (Work Location)

Date event took place: _____ Date of Informal Conference: _____

1. Concise statement of the Grievance: (*attach supplemental form if more space needed*)

_____

_____

_____

_____

_____

2. What specific provision of the Agreement is alleged to have been violated or misapplied?

Page: _____ Article: _____ Sub Paragraph(s): _____

_____

_____

_____

3. Decision rendered at the informal conference: _____

_____

_____

4. Reason(s) why this decision is unacceptable and specific remedy sough from the District:

_____

_____

_____

_____

Signature of Grievant: _____ Date: _____

Conferee (*if any*): _____ Date: _____

"Grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of the Agreement (the Contract) that adversely affects the grievant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Grievant
Assistant Superintendent, Business Services

APPENDIX G.3

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Grievance - Supplemental Fact Sheet

Employee: _____ _____
(Name) *(Title)*

Immediate Supervisor: _____ _____
(Name) *(Work Location)*

Date of occurrence: _____

Statement of Grievance:

_____
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Signature of Grievant: _____ Date: _____

"Grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of the Agreement (the Contract) that adversely affects the grievant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Grievant
Assistant Superintendent, Business Services

APPENDIX G.4

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Grievance – Administrative Response

Employee: _____ _____
(Name) *(Title)*

Immediate Supervisor: _____ _____
(Name) *(Work Location)*

Date of occurrence: _____

Administrative/Supervisor Statement:

_____
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_____
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Signature of Supervisor:_____ Date: _____

"Grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of the Agreement (the Contract) that adversely affects the grievant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Grievant
Assistant Superintendent, Business Services

APPENDIX G.5

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Grievance - Resolution Form

To: _____ _____
(Name) *(Title)*

From: _____ _____
(Grievant) *(Work Location)*

Name of Employee's Immediate Supervisor: _____

Date of Event: _____ Date Resolved: _____

1. Concise statement of the Grievance: (include the specific provision of the Agreement that is alleged to have been violated or misapplied) – *attach supplemental form if more space needed.*

_____
_____
_____
_____
_____
_____
_____

2. Resolution agreed to by District/Supervisor:

_____
_____
_____
_____
_____
_____
_____

Signature of Grievant:_____ Date: _____

Signature of Supervisor: _____ Date: _____

"Grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of the Agreement (the Contract) that adversely affects the grievant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Grievant
Assistant Superintendent, Business Services

APPENDIX G.6

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Grievance – Level II

To: _____ _____
(Name) *(Title)*

From: _____ _____
(Grievant) *(Work Location)*

Name of Employee's Immediate Supervisor: _____

Date of Event: _____

1. Decision rendered at Level 1:

_____

_____

2. Reason(s) for the appeal:

_____

_____

_____

_____

_____

3. Specific remedy sought from the District:

_____

_____

_____

_____

_____

_____

_____

Signature of Grievant: _____ Date: _____

Conferee (if any): _____ Date: _____

"Grievance" is an alleged violation, misapplication or misinterpretation of a specific provision of the Agreement (the Contract) that adversely affects the grievant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Grievant
Assistant Superintendent, Business Services

APPENDIX G.7

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Complaint – Level A

To: _____ _____
(Name) *(Title)*

From: _____ _____
(Employee) *(Work Location)*

Date of Event: _____

1. Concise statement of complaint: (Include names, dates, placed, times, circumstances, and District policy of procedure violated or misapplied) – *attach supplemental form is more space needed.*

_____
_____
_____
_____
_____
_____
_____

2. Remedy sought from the District:

_____
_____
_____
_____
_____
_____
_____

Signature of Employee:_____ Date: _____

"Complaint" is an informal assertion that a District policy and regulation or administrative regulation or procedure not covered by the Agreement (the contract) has been misapplied and the misapplication adversely and directly affects the complainant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Employee

APPENDIX G.8

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Complaint – Level B

To: _____ _____
(Name) *(Title)*

From: _____ _____
(Employee) *(Work Location)*

Immediate Supervisor: _____

Date of Event: _____

Date of Level A Conference: _____

1. Decision rendered at Level A:

_____

_____

_____

_____

_____

_____

_____

2. Reason(s) why this decision is unacceptable and specific remedy sought from the District:

_____

_____

_____

_____

_____

_____

_____

Signature of Employee: _____ Date: _____

"Complaint" is an informal assertion that a District policy and regulation or administrative regulation or procedure not covered by the Agreement (the contract) has been misapplied and the misapplication adversely and directly affects the complainant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Employee

APPENDIX G.9

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Complaint-Supplemental Fact Sheet

Employee: _____ _____
(Name) *(Title)*

Immediate Supervisor: _____ _____
(Name) *(Work Location)*

Date of Occurrence:_____

1. Statement of Complaint: (Include names, dates, places, times, circumstances, and District policy or procedure violated or misapplied)

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Signature of Employee:_____ Date: _____

"Complaint" is an informal assertion that a District policy and regulation or administrative regulation or procedure not covered by the Agreement (the contract) has been misapplied and the misapplication adversely and directly affects the complainant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Employee

APPENDIX G.10

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Complaint - Resolution Form

To: _____ _____
(Name) *(Title)*

From: _____ _____
(Employee) *(Work Location)*

Name of Supervisor: _____

Date of Occurrence: _____ Date Resolved: _____

1. Concise statement of complaint: (Include names, dates, places, times, circumstances, and District policy or procedure violated or misapplied) – *attach supplemental form if more space needed*

_____
_____
_____
_____
_____
_____
_____
_____

2. Resolution agreed to by District/Supervisor:

_____
_____
_____
_____
_____
_____
_____

Signature of Employee: _____ Date: _____

"Complaint" is an informal assertion that a District policy and regulation or administrative regulation or procedure not covered by the Agreement (the contract) has been misapplied and the misapplication adversely and directly affects the complainant.

c: Immediate Supervisor
Lead Personnel Agent (if complaint not resolved)
REA
Employee

APPENDIX G.11

RIALTO UNIFIED SCHOOL DISTRICT
Certificated Complaint-Administrative Response

Employee: _____ _____
(Name) *(Title)*

Immediate Supervisor: _____ _____
(Name) *(Work Location)*

Date of occurrence: _____

Administrative/Supervisor Statement:

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Signature of Supervisor:_____ Date: _____

"Complaint" is an informal assertion that a District policy and regulation or administrative regulation or procedure not covered by the Agreement (the contract) has been misapplied and the misapplication adversely and directly affects the complainant.

c: Immediate Supervisor
Lead Personnel Agent
REA
Employee