Collective Bargaining Agreement

Between

Pleasant Valley School District

And

Pleasant Valley Education Association

For the period of
July 1, 2024 through June 30, 2027

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Article 1: Agreement/Recognition/Duration of the Agreement

Agreement: The articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Governing Board of the Pleasant Valley School District, hereinafter referred to as "District" and the Pleasant Valley Education Association/CTA/NEA, hereinafter referred to as "Association". This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

Recognition: The District recognizes the Association as the exclusive representative of all certificated employees of the District – excluding those certificated employees who are management, confidential and supervisory employees as defined in the Act. All certificated employees represented by the Association are designated as "unit members" for the purposes of the Agreement.

Duration: This Agreement shall be effective upon ratification and shall remain in full force and effect through June 30, 2027. The Agreement may be amended annually by the mutual approval of the District and the Association, to include: Salary and Benefits and two (2) articles and or subsections (i.e. by opening on subsections, the entire article is not opened) chosen by each party, unless both parties mutually agree to waive the number of openers.

Article 2: Association Rights

2.1 Communication

The Association, in accordance with the law, shall have the right to use the District mail service and unit member mailboxes for communications to unit members. A copy of the communication will be given concurrently to the site administrator.

The Association Executive Board and Faculty Reps under the direction of the Association President shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members. The site administrator will be concurrently copied (cc). Unit members shall comply with the Acceptable Use of Technology Agreement (BP 4040 Rev. 9-15-05).

2.2 Bulletin Boards

The Association, in accordance with the law, shall have the right to post notices of activities and matters of the Association concern on Association bulletin boards, at least one of which shall be provided in each building in the areas frequented by unit members, provided such notice includes the date of publication and clearly identifies the Association name, and provided further such notice is given concurrently to the site administrator.

2.3 Use of Buildings and Equipment

The Association shall have the right to use District buildings and sites for meetings and Association activities consistent with the District Civic Center procedures.

2.4 Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

2.5 Appointment to District and Joint Committees

The Association shall have the opportunity to have unit member representation on all District committees. The Association shall select unit member representatives to serve on all Association/District joint committees. The Association President shall be notified of all District committee meetings.

2.6 New Employee Orientation

a. "New Employee Orientation" means the onboarding process of newly hired public employees, 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 PVEA mandatory access to its new employee orientation(s). PVEA shall receive the opportunity to orient new employees within thirty (30) days of the hire or start date unless mutually agreed upon by the parties. In the event the District conducts a group orientation, PVEA shall have one (1) hour to conduct a PVEA orientation session. If the District holds one-on-one orientations or any orientations after the beginning of the school year with new employees, PVEA shall have thirty (30) minutes to conduct a PVEA orientation session.

c. The District shall provide PVEA with AB 119 information no later than September 15th each school year and upon request thereafter.

Article 3: Class Size

The Education Code provides maximum class size for grades K-8 without loss of funds to the District. The following language establishes class sizes for TK-8. It also meets the collectively bargained alternative for Grade Span Adjustment (K-3).

3.1 The maximum class size for grades TK-3 is 24.

3.2 The maximum class size for grades 4-5 is 32.

3.3 Additional students added into the general education class for at least sixty (60) minutes per day (on days where core content is delivered) for a single core content area (ELA, Math, Science, Social Studies) shall count towards the classroom maximum size.

3.4 Unit members will be given a minimum of twenty-four (24) hour notice before a new student is enrolled/rostered into their classroom, unless the District is facing a statutory guideline with regard to foster/unhoused youth.

3.5 The District shall have the authority to place students over the maximum class size in grades TK-5 up to three (3) students without unit member consent. For grades TK through 5, no class will have a second student over the maximum until all other classes at the site's grade level have an additional student. If the need arises whereby an additional student above three (3) needs to be placed, mutual agreement between the principal and affected unit member must occur.

- Grades TK-5 will receive $145 per student for the first two students over the maximum and $300 for the third student (and any additional students) over the maximum.
- Grades 6, 7, and 8 will receive $145 per student, per period.

Up to October 1st , unit members will receive the stipend for students enrolled in a class over the maximum class size after twenty (20) school days. After October 1st, unit members will receive the stipend for students in a class over the maximum class size after ten (10) school days. If the student who exceeds the class size maximum unenrolls prior to the end of the month, the stipend will be terminated at the end of the that calendar month. Accordingly, an additional student may be enrolled in the class for the remainder of that month.

No class will have more than three (3) students over the maximum without unit member consent. If the third (or additional) student (s) is/are to be added after October 1st, all interested permanent teachers at that grade level will be offered the additional student.

Combination classes will not have additional students over the maximum class size without unit member consent.

Teachers who job share will divide the stipend(s) based on their job share percentage.

Teachers in the elementary dual language immersion program shall be provided three (3) release days per year, one (1) per grading period, for the purposes of planning, preparation and collaboration.

3.6 Middle School

The maximum class size for grades 6, 7, and 8 is 35 students per period, exclusive of physical education and music. If the need arises whereby the maximum number will need to exceed the thirty-five (35) limit, mutual agreement between the principal and the affected unit member must occur. A physical education class shall not exceed fifty-five (55) students per period.

a. In those schools operating on a six (6) period day schedule in grades 6, 7 and 8, the number of students seen and/or rostered to a unit member other than physical education on any given day shall not exceed 175.

b. In those schools operating on a six (6) period, three (3) classes per day "traditional block" schedule in grade 6, 7, and 8, the number of students seen and/or rostered to a unit member, other than physical education and performance-based music, shall not exceed 175. Over the two (2) consecutive day cycle, the number of students seen and/or rostered shall also not exceed 175*.

   *The maximum of 175 does not include students who participate in auxiliary periods (i.e. SSR, RtI, Homeroom, or Advisory periods).

c. In physical education and performance-based music, the number of students seen and/or rostered to a unit member on any given day shall not exceed 270.

d. For the purposes of safety, the number of students per station will be limited as follows:

   1. Science Lab – 4 students
   2. Home making – 5 students
   3. Industrial Arts – 4 students
   4. Photography – 5 students

e. Student aides shall not be included in class size limits.

f. Unit members teaching classes with different class size limits shall receive pro rata credit in determining their daily class load:

   1. Number of regular classes X 30
   2. Number of physical education classes X 45
   3. Number of lab classes at maximum specified.

3.7 Combination Classes

a. From time to time the District may have the need to create classrooms with more than one (1) grade level. In recognition of the special needs of combination classes, the District will assist unit members in preparing for and teaching the combination class. When a multi-grade class is established, interested unit members will be given consideration for the combination assignment. When possible, this assignment will be for one (1) year.

b. When placing students in a combination class, site administration will take into account student factors, such as a student's independence and grade level proficiency.

c. Starting in the 2024-2025 school year, a unit member teaching a combination class will be compensated with a yearly stipend of $6,000, paid in monthly installments, starting no later than the second month.

d. When a combination class occurs across grade levels with different maximum class sizes, the lower class size of the two class size maximums will apply.

e. A middle school Digital Learning Academy (DLA) or a (T)K-8 middle school combination class is one that requires preparation for two (2) different core curricula (math, language arts, history or science) with two (2) separately defined standards taking place in the same class period. Effective the 2023-2024 school year, the teacher shall be compensated 1/5 of a regular combination class stipend as defined in Article 3.5 c.

3.8 Specialized Services

The District will follow respective laws related to administration of medication procedures.

3.9 The District will have a goal of counselor to student ratio of 1:750.

Article 4: Complaints from Citizens

4.1 The Board and the Association desire that complaints be resolved expeditiously without disrupting the education process.

4.2 Any formal complaint from a citizen or parent about any unit member shall follow the District Complaint Procedure (AR 1312.1).

4.3 After the District Complaint Procedure has been followed through its course as contained therein (AR 1312.1) and the written complaint and the attached response are placed in the unit member's personnel file and the unit member feels that he/she has not had a full opportunity for presentation of his/her side of the issue, the unit member may file a grievance on that basis. If the grievance procedure at the final step shall result in sustaining such grievance, there shall be immediate destruction of the written complaint. The failure by the unit member to file a grievance shall not be construed as an admission by the unit member that the allegations in the complaint are true. In this procedure, the grievance may be implemented at level two of the Grievance Complaint Procedure.

Article 5: Concerted Activities

5.1 For the duration of the Agreement, the Association will not engage in, or authorize, any concerted interruption of educational activities or withholding of service by unit members of the bargaining unit. No officer or representative of the Association shall be empowered to cause or participate in any such prohibited activity. In the event a member of the bargaining unit violates this Article, the Association and/or its officers shall notify the unit member in writing to cease and desist from such activity immediately.

5.2 The District agrees that it will not engage in, or authorize, any lockout of unit members for the duration of the Agreement.

5.3 It is agreed by the parties that this Article does not apply to those matters which remain to be agreed upon as reopeners during the lifetime of this Agreement. However, the provisions of this Article will be in force until all impasse procedures (mediation and fact finding) provided in Article 9 of SB 160 (The Rodda Act) have been utilized.

Article 6: Discipline

6.1 The District shall not base adverse action against a unit member on matters relating to the unit member's performance as an employee unless those matters are contained in the unit member's personnel file. Relevant material should be placed in the personnel file following the incident giving rise to the disciplinary action. The unit member will be notified that such materials are to be placed in the file.

6.2 The District agrees to apply progressive discipline and correction except where the nature or seriousness of the offense reasonably requires further action. The level of discipline must relate to the severity of the offense. Discipline shall be for cause. Unit members must be notified of their right to union representation during any progressive discipline proceeding. Unit members have ten (10) business days to submit a written response to any written record of progressive discipline.

6.3 Progressive discipline include the following:

a. Oral Warning: Oral warnings are used to prevent or to correct behavior where offense does not immediately warrant a record of the event being placed in the unit member's personnel file.

b. Written Warning/Conference Memo: Written warnings and conference memos must be placed in the unit member's personnel file.

c. Letter of Reprimand/Unsatisfactory Performance: These letters are used:

- When a unit member repeats an offense after having previously received a written reprimand about the same or similar actions; or

- When the nature of seriousness of the offense justify the suspension. No unit member shall be suspended for more than five working days without pay per offense.

- Grounds for such suspension shall include the grounds set forth in Ed Code 44932 and 4493e, violation of this agreement or violation of the District policies or procedures.

6.4 Except in the cases of emergency, before the District suspends a certificated employee for cause pursuant to this Article, notice of such recommendation shall be made in writing and served in person or by certified mail to the employee by the Superintendent or designee. The notice shall contain:

- a statement of the specific acts or omission upon which the disciplinary action is based;
- the Education Code, policy rule or regulation violated; the penalty proposed;

- copies of available documentary evidence upon which the recommendation is based.

6.5 Right to Appeal: Notice of discipline under this Article pertaining to pay docking and suspensions, with or without pay, shall contain written notification to the unit member of his/her right to appeal the discipline. The appeal shall be in writing and submitted to the Director of Human Resources within five (5) business days of receipt of the proposed discipline. A written decision from the Director of Human Resources shall be provided within five (5) business days of receipt of the written appeal. The unit member may appeal the decision to the Superintendent for a final determination. The same process as outlined above will be utilized.

6.6 Both the District and Association will maintain confidentiality of progressive discipline and proceedings hereunder to the extent permitted by law.

Article 7: Duty/Hours/Calendar

7.1 Workday at the District Office

a. Workday for teacher at the District Office (such as Teachers on Special Assignment or Nurses) shall be 6.5 hours, exclusive of a lunch period. However, they may be required to work seven (7) hours per day to conduct or attend meetings with parents, students or staff/administrators.

7.2 Workday at School Sites

a. The workday for teachers at school sites shall be 6.5 hours, exclusive of lunch period. The workday for unit members that are psychologists, speech and language pathologists, or school counselors is referenced in Article 20 and Article 27.

b. Unit members are expected to be at school sites at least fifteen (15) minutes before classes start and remain until the end of the workday unless otherwise specified in this article. Unit members who teach grades 6th – 8th are expected to remain fifteen (15) minutes after students' dismissal time unless otherwise specified in this article.

c. For unit members who teach grades 6th – 8th, special circumstances may require that the fifteen (15) minute periods before and after classes may be combined into one thirty (30) minute period either before or after classes.

d. Unit members will read emails twice a day, including once before lunch, within contract hours.

e. The TK and K instructional day is defined as follows:

Staggered day (Monday, Tuesday, Thursday and Friday.)

Early = 8:10am to 12:55pm and Late – 9:40am to 2:25pm

Wednesday is a non-staggered day for all student 8:10 am – 12:55pm.

TK and K classes will have an AM and PM duty-free recess during the staggered time. There will be no duty-free PM recess on Wednesdays.

f. For grades 1-5, the instructional day will be from 8:10am to 2:25pm, Monday, Tuesday, Thursday, and Friday. Wednesday release time is 2:00pm.

Through the adjustment of three (3) minutes to the 4th/5th lunch schedule (40 minutes from 43) all 4th – 5th grade students will be dismissed at 2:00pm on Wednesdays, creating a longer prep/planning period for teachers one day per week.

Through the addition of the non-staggered day on Wednesdays and a dismissal time for all TK and K students of 12:55pm, TK and K teachers will have a longer prep/planning period on Wednesdays each week. It is understood that TK and K field trips and other whole class activities will be scheduled on Wednesdays, when possible, to eliminate the need to request additional unstaggered days throughout the year.

All unit members must remain on campus until the end of the contract day.

g. On Site Common Prep-Time – Elementary School

On site common prep-time for elementary school unit members shall be on Mondays, Wednesdays, Thursdays and Fridays. Prep time shall be used to perform duties related to their teaching position (i.e. team planning, lesson planning, grading; communications or any school related function).

1. Each TK – 3rd grade teacher will be given five (5) half-days of release time annually. The teacher selected day is contingent upon obtaining a substitute. The teacher must remain on campus. There is no banking of the days; any half-day not utilized by the end of the year will be forfeited. Days may not be utilized back-to-back.

   These days will be provided for the duration of available state grant funding (Arts, Music and Instructional Materials Discretionary Block Grant). It is understood that when available grant funding expires, these days also shall expire, in addition to the stipend equivalent pay option referenced in Article 20.20.

2. 4th and 5th grade teachers will be given ten (10) half-days of release annually. The teacher selected day is contingent upon obtaining a substitute.

h. Website Maintenance: Each unit member will maintain a website that includes his or her name, contact information, homework policy, and homework assignments. Alternatively, homework assignments may be posted to a learning management system (LMS)/platform that is linked to the district website (such as Google Classroom, Seesaw, or district approved LMS/platform). Any other mandated requirements shall be negotiated.

i. For TK- 5th grades, intervention/enrichment will be provided by the classroom teacher during the instructional day as outlined in the collaboratively developed WIN Time Descriptors of Practice. Site leadership will collaborate with unit members to continue to refine best practices with this structure.

j. Teachers in grades 6th – 8th shall provide a minimum of thirty (30) minutes of intervention and/or enrichment per week in alignment with the site approved plan that includes language arts, math, any subject area support and homework completion.

- For campuses that do not currently have an advisory period, one (1) day per week shall have a thirty (30) minute advisory period to provide support (intervention) and to foster connectedness (enrichment) for all students on campus.
- Additionally, campuses that implement three (3) or more thirty (30) minute intervention/enrichment sessions per week may have thirty(30) minutes of district-directed collaboration on Thursdays accomplished through an early release schedule. The district-directed time is to support:
    - the collaborative review of student performance data, including common formative assessments, for instructional planning and the adjustment of instruction;
    - planning for intervention and enrichment during the school day;
    - if this option is chosen, the implementation must be a minimum of three (3) years, to create stability and consistency for staff, students and families.

- A proposal to support students in this advisory time shall be developed and facilitated collaboratively by the middle school staff and site administration based on site needs, as determined by site leadership. The plan shall be developed prior to the next school year no later than May 1st. The proposed structure for the advisory period shall be approved by a simple majority of voting teachers.
- If the plan calls for more than one (1) thirty (30) minute intervention/enrichment session, requiring a bell schedule change, voting will follow the voting procedures as outline in Article 7.3a.
- Each school will begin planning in the 22-23 school year and fall of the 23-24 school year, for a trial implementation in the spring of the 23-24 school year. Schools must fully implement at the start of the 24-25 school year. The advisory period shall begin three (3) weeks after the start of the school year to give teachers and administration time to determine student needs and create rosters. The District will provide funds to each site implementation team to begin in the spring of 2023 at the teacher hourly rate and throughout the 23-24 school year.

7.3 Workday Modifications in Regards to Program

a. School sites wishing to modify existing work schedules and/or teachers' ongoing workload (i.e. block schedule, ongoing, additional responsibilities/duties) at their site must submit a written copy of the plan to all certificated staff prior to a vote. The Association shall also be given a copy of the plan in advance of the vote and be given an opportunity to respond to the plan in writing to staff members before a vote is taken.

   Any proposed plan must be submitted to the Human Resources office prior to presenting the plan for a staff vote. The vote must be completed by March 1st. The plan, if approved, will be implemented the following school year. If a plan is submitted after March 1st and the Director of Human Resources determines it affects staffing, the plan may not be implemented until the year after the following school year, unless the Director of Human Resources approves an alternate start date.

   Affected unit members from that school site shall vote according to CTA voting procedures using a written secret ballot. Ballots will be counted by an Association Executive Board Member who is not a staff member at that site and appointed by the President. A two-thirds majority vote of votes cast in favor of the plan, as voted on by the affected unit members, must occur before next steps take place.

b. If the plan is approved, it will be submitted to the Board by May 1st for implementation the following school year.

7.4 Staff Meetings and Collaboration Time

a. Tuesdays are reserved as staff meeting or collaboration days for staff and staff shall remain on campus until 4:10pm (TK-5, TK-8) or 4:15pm (6-8).

b. Collaboration is a valued structure that supports students and the professionals who work with them. TK-5 district collaboration time will be on Tuesdays from 2:35pm – 3:10pm on days that staff meetings are scheduled. This time will be directed by site or district administration and may be combined with staff meetings on designated staff meeting days.

c. Elementary unit members shall be required to attend nineteen (19) staff meetings each year. These meetings will include district-directed collaboration time and run from 2:35 – 4:10pm. Unit members not meeting their professional duties may be required to meet with administration on Tuesdays designated as non-meeting dates for support. The District shall have the discretion to determine the content and purpose of these meetings (staff meeting, PLC, grade level meeting, collaboration time).

These meetings may be held virtually at district discretion. The District shall have up to three (3) additional meetings to use for exigent circumstances.

d. Middle School unit members shall be required to attend no more than three (3) staff meetings per month and the total number of staff meetings for the year shall not exceed twenty-eight (28). These meetings shall be sixty (60) minutes in length. Unit members not meeting their professional duties may be required to meet with administration on Tuesdays designated as non-meeting dates for support. The District shall have the discretion to determine the content and purpose of these meetings (staff meeting, PLC, grade level meeting, collaboration time). These meetings may be held virtually at district discretion.

e. All self-paced mandated trainings and time previously provided by the District for the purpose of completing report cards, goal setting, and other required tasks shall the be the responsibility of the unit member to complete during preparation/planning time. A calendar will be provided to staff with due dates for required trainings and tasks. Unit members not meeting their professional duties may be required to meet with administration on Tuesdays designated as non-meeting dates for support.

f. Teachers in grades 6-8, will have teacher-directed collaboration time, with site administrator support, for fifty-five (55) minutes on each Thursday. The students will be released according to the site's early dismissal bell schedule. This time shall be for the purpose of collaborating among teachers for topics related to interventions, curriculum, grade level needs, collaboration between co-teachers and working on grades during report card and progress reporting periods. An agenda and meeting summary will be submitted to the site administrator on a weekly basis.

g. Part-time unit members shall be responsible for all information presented at all district and/or site meetings.

h. TK – 8th grade district grade level meetings shall begin at 3:30pm and end by 4:30pm.

7.5 Voluntary Meetings

When voluntary site meetings are scheduled outside of the normal workday, every effort will be made to include interested unit members. Attendance at these meetings is voluntary and there will be no reprisals for nonattendance.

7.6 Professional Activities

a. Unit members shall participate in one (1) Back-to-School Night and one (1) Open House.

    - When the District determines it is in the best interest to hold Back-to-School Night or Open House on a Thursday for middle schools, it may do so provided teacher-directed collaboration time be rescheduled to a Tuesday in lieu of a staff meeting.

b. TK – 5 Parent/Teacher Conferences

    - TK – 5th grade unit members will have five (5) minimum days in the fall for parent/teacher conferences. One (1) of the conference sessions will be a night conference session (5:00pm – 7:00pm) that is mutually agreed upon with the Association. Unit members who participate in the night conferences may go home fifteen (15) minutes after the students on the Friday following the night conference.
    - TK – 5th grade unit members will have two (2) early dismissal days for conferences in the spring. Early dismissal is 1:25pm. Should bell schedules change in the future, spring conferences shall use the current early dismissal schedule.
    - At the request of a parent, a conference may be held via email, virtual meeting, or telephone conversation.
    - For all conferences, once parent conferences are completed, unit members shall remain on duty for planning and collaboration unless specified differently above.
    - For 4th and 5th grade teachers, conferences not able to be scheduled during the five (5) minimum days, may be scheduled the following week during prep time and unit members may work with site administration to account for the time. The unit member may utilize the shortened time within ten (10) workdays of the scheduled conference(s).

c. Unit members at the middle school level shall attend one (1) promotion per school year. The majority of the staff and the site administrator will mutually agree upon the time for all promotions.

d. Unit members may be requested to participate in a maximum of three (3) other school approved activities outside of regular school hours, exclusive of parent conferences. The site administrator shall solicit volunteers for such activities prior to making requests. Unit members will be paid the hourly rate for these activities.

7.7 An administrator may exempt unit members for the above-mentioned requirements for the following reasons:

- Urgent medical or dental appointments
- Personal emergencies
- Illness of the unit members
- Job-related emergencies

7.8 Counselors, psychologists and all other teachers with additional assignments or workdays above the 184-day teacher calendar shall schedule their additional workdays with their supervisor and/or administrator. The proposed work calendar must be submitted to the Director of Certificated Human Resources by July 1st of the school year for approval.

7.9 On days when teachers are scheduled to work, but students are not scheduled to be present, the workday shall cover the same length of time as if it were a regular teaching day.

7.10 Beginning July 1, 2017, the number of scheduled workdays for unit members shall be:

Psychologists	192
Counselors	192
Teachers	184
Nurses	184
Educational Specialists	184
Speech & Language Pathologists	184

(See Article 7.18 – the extra two (2) days refer to all unit members for the length of available grade funds – estimated through the 2025-26 school year.)

7.11 Teachers' duty-free lunch period shall be the same length as the student lunch period. When a change in bell schedule has been declared and a unit member's regular lunch has been shortened, that unit member can leave fifteen (15) minutes before the end of the workday. If the change in bell schedule is declared on a staff meeting day/district collaboration day, or a day when a unit member has an after-school duty, the unit member may utilize the shortened time within ten (10) workdays of the changed schedule.

7.12 Prep-Time – Middle School

a. Prep-time for middle school teachers shall be used to perform duties related to their teaching position (i.e. team planning, lesson planning, grading; communications or any school related functions).

b. Any teacher who voluntarily teaches a class during their planning period will be compensated one fifth (1/5) of their daily rate of base salary.

   In order to provide the most effective education program, the following will be implemented:

   The District will annually identify the need of middle school teachers to teach during their planning period. This volunteer extra assignment still requires the teacher to perform planning period work.

   The principal will make the selection of a teacher from volunteers who have the credential requirements. If more than one teacher volunteers, selection will be based on the voluntary transfer process.

   Principals will ensure that all qualified employees will have the opportunity to participate. Employees will hold the position for a minimum of one (1) semester.

c. In an emergency work situation, as identified by mutual agreement between PVEA and PVSD, a unit member may work additional hours/days beyond the contract whenever the following conditions are in existence:

   An emergency exists, as identified by mutual agreement between PVEA and PVSD.

   A qualified substitute is not available.

   A special assignment/need exists that cannot be met through normal contract working conditions.

   The participating bargaining unit member agrees to the additional duty/assignment.

   Middle school teachers who substitute during their prep time and unit members who are not teachers (i.e. Literacy Intervention Content Specialists, Math Content Specialist, Counselors, Speech and Language Pathologists), shall be compensated in accordance with the hourly rate set forth in Article 20.

7.13 Release Time for Special Education Support and Assessment

a. Teachers may request release time for the purposes of planning and collaboration time with special education team members and training. Requests are subject to approval by the Director of Special Education. If approved, arrangements for the release time will be made between the unit member and site administrator.

b. Teachers whose number of annual duty days are extended for the purpose of planning and implementing program supports will be compensated at the regular daily rate. Additional hours during the school year will be compensated at the established hourly rate (see Article 20).

c. The District will provide release time for unit members responsible to attend IEP meetings, substitutes may be requested if needed. Although attempts will be made to schedule IEP meetings outside of the unit member's prep time, unit members may be required to plan for and attend IEP meetings during their prep time as a "school related function" as defined in Article 7.2g and 7.12a.

d. Consistent with Education Code, unit members whose duties would be impacted by an IEP, shall be provided the opportunity to participate in the review and development of the IEP.

e. All teachers administering ELD Progress Monitoring Assessments will work with their site administrators to provide support for these assessments.

7.14 Elementary – Class Coverage

When a qualified substitute is not available to teach a class, students will be distributed among classes equitably. The site administrator will place students with teachers in the same grade level first and then above or below the grade level if needed. Teachers who are assigned the additional students may leave work when students are dismissed that day or within five (5) workdays. In addition, the teachers will be paid their percentage of the daily sub rate. Unit members who are not teachers (i.e. Literacy Intervention Content Specialists, Math Content Specialists, Counselors, Speech and Language Pathologists), shall also be compensated the daily sub rate, on a pro-rated basis, when covering a class.

7.15 Duty Schedule

a. Duties on the duty schedule shall be equitably assigned insofar as possible by the site administrator. Duty schedules will be submitted to district level

administration for review. The duty schedule shall be posted at least one (1) week prior to its being put into operation when possible.

b. A unit member's duty-free recess/nutrition period shall be the same length as their student recess period.

c. Any unit member assigned to more than one site will not be required to serve duty at any site.

d. Duty will not last longer than ten (10) minutes and will not take away from teacher prep time. Unit members will ensure students are supervised by other staff at the end of duty time.

7.16 Calendar – Schedule of Unit Member Workdays

The school calendar will be developed by a subcommittee of the negotiations team (two [2] from PVSD and two [2] from PVEA). The subcommittee will issue a report on proposed beginning and ending dates. The subcommittee recommendation will be subject to review and approval by the negotiations teams prior to adoption. The calendar will normally be submitted by January of each year for Board approval, unless a change is mutually agreed upon.

7.17 Instructional Time and Staff Development Reform Program

a. Beginning on July 1, 2023, and for the duration of available state grant funding (Arts, Music, and Instructional Materials Discretionary Block Grant), unit member work calendars shall have one (1) additional, non-student workdays beyond those specified in Article 7.10. The reduction of the one (1) day from the 2024-2025 calendar is understood to be the full day designated as teacher prep day. The professional development days shall be designated as follows: three (3) full day, district-directed professional development days, one (1) school site professional development meeting in the morning until 11:30am and teacher-directed professional activities in the afternoon, with the location of said activities to be at the unit member's discretion, and one (1) school site professional development meeting in the morning until 11:30am with onsite district-directed collaboration in the afternoon. For the additional workday added to the calendar (from 184 to 185), the unit member shall receive compensation equivalent to a 1.09% increase above base pay. It is understood that when available grant funding expires, the additional day shall be removed from the calendar. The Calendar Committee will determine the placement of the additional days.

b. In order to assure maximum participation on staff development days, unit members may not use Personal Days (Private Use Days).

c. Failure to attend staff development days may result in the loss of pay for unit members.

d. Unit members working less than full time are required to attend these staff development days and will receive a stipend that equates to the difference between their contracted percentage and 100% of their daily rate.

e. There will be no teacher-directed 6th – 8th grade collaboration time on Staff Development days, should they be scheduled on a Thursday.

7.18 As part of a good instructional program there needs to be time for assessment, analysis, articulation, best practices, collaboration and planning. Unit members may be provided with additional time as mentioned below:

a. Principal Directed:

Specific Outcome/Result: i.e. identify students, brainstorm, strategize and then share with the group. i.e. Principal allots time, tells teachers to group students into achievement bands and then brainstorm strategies for improving achievement at two of the bands and turns strategies into the principal at the end.

Topic/Need: (individual or group): i.e. Principal indicates to the teacher or teachers that they will be given three hours to talk about a specific topic e.g. writing.

b. Teacher Directed (individual):

Purpose/Outcome (teacher time): i.e. a teacher individually goes to his/her principal and indicates that she/she needs time for a student purpose e.g. evaluation, grading, planning, etc.

Independent (prep-time): i.e. teacher does whatever task he/she wants, tasks not specifically related to accountability. (Independent prep time does not fall under this section).

c. Teacher Directed (group)

Purpose/Outcome (teacher time): i.e. teachers' grade level groups would work together on writing or a group of teachers from different grade levels

could work together on aligning writing such as collaboration group time, vertical, discipline, peer, cross grade level, etc. There should be a balance between the different types of 'time' defined above with the exception of teacher-directed independent prep time which does not fall under this section.

Suggested examples of 'time' are:

- use of staff meeting time
- use of release time
- stipends for time outside duty hours
- utilizing technology

Article 8: Evaluation Procedures

8.1 It is understood and agreed by the parties that their intent of evaluation is to maintain or improve the quality of education in the District. It is further understood and agreed that this intent can be more readily achieved by a willingness on the part of the District to assist unit members in improving their professional skills.

8.2 The District and Association both agree that a fundamental premise for successful evaluations is the existence of mutual respect and confidence between the evaluator and the unit member.

Unit members will be evaluated by their immediate supervisor (principal or designee, District office administrator).

8.3 Evaluation of Unit Members

a. Probationary and Temporary Unit Members

Every probationary and temporary unit member shall be evaluated by the administration in writing once every year, no later than six weeks before the end of the school year.

b. Permanent Unit Members

Unless mutually agreed to, every unit member shall be evaluated by the administration in writing once every two years, no later than six weeks before the end of the school year. Upon mutual agreement, the evaluator and unit member may extend the evaluation cycle by one year, which will establish the base date for the new evaluation cycle. The evaluator will notify the Assistant Superintendent of Certificated Human Resources of any such change. However, every unit member may receive yearly observations as per section 8.5 of this Article. Such yearly observations may be used as data by the evaluator/evaluatee in formulating the summary evaluation in the stipulated evaluation year.

If sufficient evidence exists during any given year that a permanent unit member is in need of a yearly evaluation, said unit member shall be promptly placed on a yearly evaluation. A performance improvement plan shall be jointly developed for a permanent unit member being placed on a yearly evaluation. After the conditions of the plan have been met, the unit member shall revert back to the normal two-year cycle.

Extended Evaluation: In accordance with Ed Code 44664(a)(3), unit members shall be evaluated once every five years provided the unit member meets the following conditions:

- has been employed in the District for at least ten years in a certificated position;
- is "highly qualified" as defined under ESEA/NCLB;
- has *exceeds standards* in his/her most recent evaluation; and
- the evaluator and the unit member agree to such an evaluation schedule. Either party may withdraw consent for this extended evaluation schedule at any time.

If a unit member is scheduled to be evaluated during a particular school year, but is granted Leave of Absence for one semester or longer, such evaluation shall take place the second semester of the first full year of return to duty.

8.4 Evaluation Procedures: Goal Setting Conference

Each unit member shall meet with the evaluator to discuss plans for the year which shall be in accordance with Education Code Sections 44660 et seq.

a. Each unit member, where applicable, shall complete the Certificated Self-Assessment (Appendix A) prior to the meeting. Unit members shall develop their two goals prior to the established goal setting conference with the evaluator. These tasks shall be completed by the unit members during their professional preparation time.

b. The objectives developed will be recorded on the goal setting form. Unit Members will write a minimum of two goals and the evaluator has the option to write one additional goal based on the standards. The goals will form the basis of the final evaluation and must be signed by both parties.

c. Factors pertinent to the achievement of objectives may be considered when constructing performance objectives. Should the evaluator take notes during the meeting, the notes will be typed and given to the unit member for verification.

d. Failure to reach agreement on any of the elements and/or components of evaluation objectives shall necessitate that the evaluator and the unit member designate a third party, or parties, agreeable to both, to mediate the disagreement. If unable to select a mediator, the Assistant Superintendent of Certificated Human Resources together with the Association President shall designate a mediator. Resolution of the disagreement shall begin at the earliest possible time that disagreement becomes apparent, but no later than the tenth school week.

8.5 Unit Member Performance Observations

a. All written observation reports shall be completed on the District standardized form (Appendix A). Each observation report shall be based

upon at least one observation, lasting the majority of the lesson or activity period or longer and shall be followed as soon as possible, within five working days, by a written report.

b. The unit member or evaluator may request a conference to review the written observation report.

c. A minimum of two observations or one observation and three walk-throughs shall take place, spaced throughout the school year, prior to any comments or judgments being included in the final evaluation. Formal observations shall not be conducted during the week prior to winter break or two (2) days prior during the week preceding all other school holiday breaks consisting of five (5) days or more, unless mutually agreed upon between the evaluator and the unit member.

d. For permanent unit members only, the number of observations may be reduced to as few as one observation by mutual agreement of the evaluator and evaluate.

e. Observations and walk-throughs will be unscheduled and Unit Members are not required to provide lesson plans.

f. The evaluator for psychologists and nurses shall receive input from the unit member's site administrator(s) for the written evaluation and observation reports.

8.6 Modification of Observation Parameters

During the course of the evaluation period, mitigating circumstances may arise which require modifications of the evaluation parameters. The necessity for review of the evaluation criteria shall be determined by the unit member being evaluated and the evaluator and the determination of the new evaluation elements shall be arrived at in accordance with Section 8.4.a of this Article, with a waiver of the time limitations.

8.7 Final Unit Members Evaluations

a. The Final Unit Member Evaluation Form (Appendix A), properly executed and signed, constitutes the report of the site administrator to the Superintendent or designee. The final evaluation shall be based on a summary of the goal setting conference, observation reports, walk-through forms, any necessary performance improvement plans and any records compiled through participation in the PAR program. Elements of Standard Six may be observed throughout the year and any concerns will be communicated to the unit member.

The evaluation shall include a performance improvement plan, if necessary, as to areas of improvement in the performance of the unit

member. If possible, a copy of each evaluation will be given to the unit member at the time of the evaluation conference; in any case, within two working days.

b. All unit members shall have the opportunity to respond in writing, to the final evaluation within ten business days (see section 8.12 in this Article).

8.8 Performance Improvement Plan

a. A performance improvement plan will be jointly developed by the unit member and evaluator. The plan may occur at the unit member's request or may be required based upon observations made by the evaluator.

b. Failure to reach agreement on any of the elements and/or components of the performance improvement plan shall necessitate that the evaluator and the unit member designate a third party, or parties, agreeable to both, to mediate the disagreement. If unable to select a mediator, the Assistant Superintendent of Certificated Human Resources together with the Association President shall designate a mediator. Resolution of the disagreement shall begin at the earliest possible time that disagreement becomes apparent.

c. The evaluator and unit member shall take positive action to correct any cited deficiencies.

d. A performance improvement plan will remain in effect until the actions for improvement from the performance improved plan are complete or until another performance improvement plan is developed.

e. If, in the judgment of the evaluator, the conditions of the performance improvement plan have been met, the observation report(s) citing deficiencies shall be sealed in the unit member's file. A subsequent observation shall be substituted in its place.

f. All incomplete performance improvement plans shall be reviewed at the annual pre- evaluation conference.

8.9 Hearsay

The evaluator shall not base the evaluation of a unit member on any information which was not obtained through established process. Hearsay statements shall be excluded from written evaluations. Electronic listening or recording devices may be used for evaluation purposes only by mutual consent of the administrator and the unit member.

8.10 Induction

Each unit member, when employed, will be given a copy of the unit member's evaluation procedure including current Unit Member standards to be used in conjunction with the evaluation.

8.11 Non-Reemployment

A written notice of intent not to reemploy must be given to a probationary unit member on or before March 15th of the second year.

8.12 Unit Member Response

The unit member shall have the right to initiate a written reaction or response to each formal evaluation or performance improvement plan. Before the end of the school year, a meeting shall be held between the unit member and the evaluator to discuss all written evaluations.

Article 9: Grievance

9.1 Definitions

a. Grievance: an alleged violation, misinterpretation or misapplication of a provision of this Agreement

b. Grievant: the party making the claim

c. Party in Interest: any person who might be required to take action or against whom action might be taken in order to resolve the claim

d. Day: is any day in which the central administrative office is open for business

e. Immediate Supervisor: the administrator having immediate jurisdiction over the unit member who is filing the claim

9.2 Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, resolutions of potential grievances. All parties agree that these proceedings will be kept confidential.

9.3 Procedure:

a. Informal – Pre-grievance Problem Solving

The unit member will notify the Association of the contract issue.

The unit member will discuss the contract issue with the immediate supervisor with the objective of resolving the matter informally. The unit member may be accompanied by the site representative or a site unit member.

b. Timeline:

Oral discussion must take place within thirty (30) days after the unit member knows or should have reasonably known of the circumstances upon which the contract issue is based.

The immediate supervisor will communicate a written response within five (5) days after the discussion as to the resolution of the contract issue. If the contract issue is not resolved, then the process moves to Level One.

9.4 Level One – Formal Grievance Process

a. If the contract issue is not resolved during the informal problem-solving process and either the unit member or the Association wishes to pursue it further, the unit member or the Association shall present the grievance in

writing to the immediate supervisor and the Association President. The written information shall include:

- a listing of the provisions of the contract which are alleged to have been violated or misapplied;
- specific information pertinent to the provisions of the contract section that is alleged to have been violated or misapplied;
- a copy of the decision rendered at the end of the informal problem-solving process and a list of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- the specific actions requested by the grievant to remedy the grievance.

b. Timeline:

Filing: A Level One formal grievance must be presented to the immediate supervisor within three (3) days after the response indicated in Article 9.3.b.

Response: Immediate supervisor shall respond in writing three (3) days after the receipt of the grievance.

9.5 Level Two - Formal Grievance Process

a. If the contract issue is not resolved at the Level One formal grievance process and either the unit member or the Association wishes to pursue it further, the unit member or the Association shall present the grievance in writing to the Superintendent and the Association President. The written information shall include:

- a listing of the provisions of the contract which are alleged to have been violated or misapplied;
- specific information pertinent to the provisions of the contract section that is alleged to have been violated or misapplied;
- a copy of the decision rendered at the end of the Level One formal grievance process and a list of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and
- the specific actions requested of the grievant to remedy the grievance.

b. Timeline:

Filing: the grievance must be presented to the Superintendent and the Association President within ten (10) days after the written decision at Level One.

Meeting: within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or designees will meet with the aggrieved party(s).

Response: the Superintendent or designee shall render a response within ten (10) days of the meeting.

9.6 Level Three – Formal Grievance Process

a. If the contract issue is not resolved at the Level Two formal grievance process, it is at the discretion of the Association to refer the grievance to arbitration or mediation if appropriate and agreed to by both parties.

b. The Association will request the names of the arbitrators from the American Arbitrator Association (AAA).

c. A copy of such request will be sent to the Superintendent.

d. Parties are then bound by the rules and procedures of the AAA in the selection of the arbitrator.

e. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the AAA and the parties shall be bound by those rules.

f. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to, or detract from the provisions of the Agreement.

g. The cost for the services of the arbitrator will be borne equally by the District and the Association. The decision to allocate Association funds for arbitration shall be at the discretion of the Executive Board of the Association.

h. A decision by the Association to submit a grievance to arbitration shall automatically be a waiver of all other remedies, except those provided in Title VII of the Civil Rights Act of 1964.

i. If the District raises the question of arbitration concerning a grievance, the

arbitrator shall render a decision on said question prior to hearing the merits of the grievance.

j. Timeline:

i. Filing: the request for names of five (5) arbitrators within twenty (20) days after receiving written response from the Superintendent

ii. Response: subject to the rules of arbitration

9.7 Rights of Unit Member of Representation

a. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board of Trustees against any aggrieved unit member, any party in interest, any members of the Association or any other participant in the grievance procedure by reason of such participation.

b. A unit member may be represented at all stages of the grievance procedure. If a unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The aggrieved unit member(s) shall have the right to be present at all steps for the grievance procedure.

9.8 Miscellaneous

a. At any time, the Association may join or initiate a grievance on the behalf of the unit member(s) or the Association.

b. 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.

c. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the school year could result in harm to an aggrieved unit member, the time limits will be set by mutual consent of the District and the Association.

d. Failure of the aggrieved unit member to adhere to the submission deadlines shall constitute suspension of the complaint until such time as the aggrieved unit member submits a written explanation of the failure to adhere to the deadlines. The aggrieved unit member shall file such an explanation within ten (10) days of the missed deadlines. Failure to file

such an explanation shall constitute abandonment of the complaint.

e. Grievance schedule can be resumed within ten days of the missed deadline. If a grievance arises from action or inaction on the part of the District Administrator at a level above the site administrator or immediate supervisor, the grievance shall commence at Level Two Formal Grievance Process.

f. Decisions rendered at Levels One and Two of the grievance process will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association President. Time limits for appeal provided at each level shall begin the day following receipt of written decision by the parties in interest.

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

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

i. Until final disposition of the grievance has taken place, the aggrieved unit member is required to confirm the original direction of his/her supervisor.

j. The Association will make every attempt to consolidate grievances filed by more than one (1) unit member arising over a single administrative action.

k. Upon request, the Association will assist the unit member in preparing written grievance documents.

l. A grievant may withdraw at any time prior to filing for arbitration with the same incident. Nothing in this provision would preclude the Association from pursuing the grievance at the next level.

Article 10: Job Sharing

10.1 Job sharing shall be defined as two permanent teachers sharing the responsibility of a full time assignment for a minimum of one year with both unit members being on a partial leave of absence without compensation.

10.2 Application Process/Workload

a. To be eligible, unit members must be permanent certificated employees.

b. Eligible teachers who wish to participate in job sharing must submit their joint proposal in writing to the District no later than March 1st of the preceding school year.

c. The joint proposal must include a calendar of the days each unit member will work, how the preparation of report cards or other job-related responsibilities will be handled, attendance at meetings and coverage for any adjunct duties. Both unit members will be expected to attend staff development days, Back- to-School and Open House nights and parent conferences.

d. The school site principal or supervising administrator shall accept or deny the proposal no later than May 1st. If the request is denied, the applicants shall be notified in writing of the specific reasons for the denial.

e. Exceptions to this time frame can be granted by the Director of Human Resources.

f. Job sharing assignments will be approved for one year at a time and may be renewed following the application process above.

g. Job sharing unit members may mutually agree to exchange assigned days with the administrator's prior approval.

10.3 Compensation and Benefits

a. All wages, benefits and paid leaves shall be prorated according to the actual time worked. In no event, shall the total amount of health and welfare benefits for the job shares exceed the amount the District would have paid if the position had not been shared.

b. Each job sharing unit member shall receive a salary schedule increment every two years.

c. Each job sharing unit member shall receive one year of service credit after completion of the equivalent of seventy-five percent of a school year.

d. Job-sharing unit member will be compensated for attendance at After-Hours Staff Development at the approved hourly rate.

e. Both job-sharing unit members will be paid their daily rate for attending District designated approved staff development during the school day.

10.4 Termination of Job Share:

a. Unit Member Initiated: If one teacher elects not to apply to renew the job share, both teachers will return to full-time employment.

   Mutual agreement between both teachers: the originally assigned teacher stays in the position and the job sharing partner may enter the voluntary transfer process. The teacher who moved into the assignment will be the one to enter the voluntary transfer process.

   If one of the job share partners elects not to continue/resigns/retires, the originally assigned teacher stays in the position full-time and the job share partner will be placed in the involuntary transfer process. If the originally assigned teacher leaves the position, the job-share teacher assumes the assignment full-time.

b. District Initiated: the originally assigned teacher stays in the position and the job share partner will be placed in the involuntary transfer process.

10.5 Evaluation

Job sharing teachers shall be evaluated using the same procedure as is applied to full time unit members.

Article 11: Leaves

11.1 The benefits provided by the Education Code are incorporated into this Agreement except as supplemented in this article.

11.2 Sick Leave: unit members shall be entitled to twelve (12) days of Sick Leave per school year. Ten (10) days are provided by Education Code and two (2) days are excess days provided by PVSD.

a. Unused Sick Leave shall accrue from school year to school year.

b. At the beginning of each school year, every unit member shall receive a Sick Leave credit equal to his or her Sick Leave entitlement for the school year. A unit member may use Sick Leave when ill or when consistent with other terms of the Agreement.

c. The District may require a physician's, clinical psychologist's, or listed Christian Scientist Practitioner's verification of illness if a unit member has been on Sick Leave for five (5) or more consecutive days.

d. The District shall provide each unit member with the number of sick days available to them on each monthly pay warrant.

e. The district will require a doctor's note any time the unit member has a surgical procedure, regardless of the length of the absence; or whether or not a hospital stay is necessary. The note must indicate whether or not any physical restrictions have been placed upon the employee by their physician.

f. Any unit member shall have the right to utilize up to six (6) days per school year of Sick Leave for the illness/accident of a family member as defined by Labor Code Section 245.5c

11.3 Health Leave

a. The District may grant a unit member, upon request, a leave of absence for health reasons. Such leave shall be unpaid. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

b. A statement by the unit member's physician, licensed clinical psychologist, or listed Christian Science Practitioner recommending such leave shall be furnished to the District before leave commences.

c. The unit member shall notify the District of his/her return date at least two (2) weeks in advance. A doctor's note indicating their release to return to work shall be required.

d. Health Leave may be granted if a unit member is temporarily unable to

perform assigned duties because of illness, accident or quarantine. The unit member on Health Leave shall continue to receive full District health benefits.

e. The unit member shall have the option of using or not using accumulated Sick Leave during a Health Leave of absence.

f. Upon request, the District may extend a unit member's Health Leave.

11.4 Extended Illness

If a unit member has utilized all accumulated sick leave and continues to be absent from duties on account of illness or accident for an additional period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or would have been paid a substitute if none is required or fifty (50) percent of the salary due during the period of absence, whichever is the lesser amount. The five (5) school months' lesser period during which the above-mentioned deductions occur shall not begin until all other paid Sick Leave provisions for which the unit member is eligible have been exhausted. The Sick Leave, including accumulated Sick Leave and the five (5) month period, shall run consecutively. A unit member shall not be provided more than one (1) five (5) month period per illness or accident. If the school year terminates before the five (5) month period is exhausted, the unit member may take the balance of the five (5) month period in the subsequent school year.

When a unit member continues to be absent beyond the five (5) month period and is not medically able to resume his/her duties, the unit member shall be placed on a reemployment list for twenty-four (24) months, if the unit member is on probationary status, or for thirty-nine (39) months if the unit member is permanent. When the unit member is medically able, during the twenty-four (24) or thirty-nine (39) month period, the employee shall be returned to employment in a position for which he or she is qualified and credentialed. The twenty-four (24) or thirty-nine (39)month period shall commence at the expiration of the five (5) month period.

Periodic medical reports may be required during extended absence of a unit member. Unit members returning to work from illness absence, involving surgery, serious illness, or extended absence, shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions. A unit member who fails to provide the required medical verification of illness, medical disability, or injury as stated shall be placed in an unpaid status until such verification is received by the District.

11.5 Pregnancy Disability Leave

a. The District shall provide for leave of absence from duty for any unit

member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery, or pregnancy-related conditions, there from. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Notice shall, whenever practicable, be given to the personnel office in writing thirty (30) days prior to the beginning of the leave. Such notification may be revised by the unit member as needed.

b. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery, or pregnancy-related conditions, there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability or sick leave plan available in connection with employment by the District. All written and unwritten employment policies of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery, or pregnancy-related conditions, there from, on the same terms and conditions applied to other temporary disabilities.

c. Upon request, the District shall advance for Pregnancy Disability Leave purposes ten (10) days of paid Sick Leave per school year beyond that which is provided in Article 11.2. In turn, the unit member shall agree to pay upon resignation or within one (1) year, whichever is sooner, any monies owed the District as a result of the unit member being in excess of used sick leave days over earned sick leave days at that time.

11.6 Parental Leave

Unit members who have been employed for twelve months in the District may utilize Parental Leave as provided in the California Family Rights Act (CFRA), Federal Family Leave and Medical Act (FMLA) and California Education Code 44977.5 (see Gov. Code 12945.2(a)). Parental Leave taken pursuant to Education Code 44975.5 shall run concurrently with Parental Leave taken pursuant to section 12945.2 of the Government Code (CFRA leave).

a. Upon request and the unit member's release to return to work from their Pregnancy Disability Leave, they are entitled to take up to twelve (12) weeks for Parental Leave. Parental Leave for the birth mother shall run **consecutively** to Pregnancy Disability Leave.

b. Upon request, a non-birthing unit member (partner, adoptive parent, or foster care parent) shall be entitled to take up to twelve (12) weeks of Parental Leave in connection with the birth or placement of a child for adoption/foster care.

c. The unit member may use Sick Leave and Extended Illness Leave "differential pay" for the twelve (12) week period of Parental Leave. Once the unit member has exhausted all accrued sick leave, they may utilize "differential pay" for the remainder of the twelve (12) weeks. The unit member who does not exhaust all available sick leave is ineligible for and cannot access the "differential pay" benefit. (EC44977.5 (b) (1)).

d. The unit member shall not be provided more than one (1) twelve 12-week period during any twelve-month period of Parental Leave for the birth of child or adoption/foster care placement of a child. (ED44977.5 (b) (2)). However, if a school year terminates before the twelve (12) week period is exhausted; the unit member may take the balance of the twelve (12) week period in the subsequent school year.

e. Parental Leave does not have to be taken in one (1) continuous twelve (12) workweek period of time. The minimum duration of Parental Leave shall be in two (2) workweek periods of time except the District must grant a request for Parental Leave of less than two (2) workweeks on any two (2) occasions.

f. This Parental Leave must be completed within the first year of the child's birth or placement for adoption/foster care.

If the unit member's partner (married or unmarried; or registered domestic partner) is also a unit member, and they request a parental leave, each Unit member will be entitled up to12 weeks of leave.

11.7 Child Rearing Leave

Child Rearing Leaves may be granted in quarter/trimester increments (based on the unit member's current assignment schedule). Such leave shall be limited to the equivalent of (2) two years following the conclusion of the Pregnancy Disability Leave; and if taken, the Parental Leave. A unit member shall notify the District of the initial intent to request such leave at least four (4) weeks prior to the date on which the leave is to commence. A unit member is entitled to their current position if they are on a leave for the equivalent of one (1) year. If the unit member is off the equivalent of two (2) years, they are entitled to a position in the District.

11.8 Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA)

FMLA / CFRA entitles eligible employees to take up to twelve (12) weeks of unpaid, job- protected leave in a twelve (12) month period

for specified family and medical reasons. The employee shall provide the certification of the need for the leave set forth in Government Code section 12945.2(j) and (k).

a. An eligible employee will be granted up to a total of twelve (12) work weeks of unpaid leave during any twelve-month period for one or more of the following reasons:

   - for the birth and care of the newborn child of the employee
   - for the placement with the employee of a child for adoption or foster care.
   - to care for an immediate family member (spouse, child, parent, or domestic partner) with a serious health condition.
   - to take medical leave when the employee is unable to work because of a serious health condition.

b. If a Unit member's partner (married or unmarried; or registered domestic partner) is also employed by the District, they are each entitled up to twelve (12) work weeks of family leave within a 12 month period for the birth and care of the newborn child, for a placement of a child for adoption or foster care, or to care for an immediate family member who has a serious health condition.

c. Under some circumstances, employees may take FMLA / CFRA leave intermittently, which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule, whenever medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.

d. Leave for a "qualifying exigency / pressing need" may be taken arising out of the fact that a unit members spouse, son, daughter, or parent is on covered active duty or call to active duty status. (under FMLA only, not under CFRA)

e. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered service member or veteran of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to twenty (26) weeks of unpaid leave during a single twelve (12) month period). (under FMLA only, not under CFRA)

f. FMLA / CFRA runs concurrently with all paid leave of absences.

11.9 Industrial Accident or Industrial Illness Leave

a. Unit members shall be provided leave of absence for industrial accident or industrial illness under the following rules and regulations.

b. The accident or illness must have arisen out of, or in the course of, the employment of the unit member and must be accepted as a bona fide injury or illness arising out of, or in the course of, employment by the worker's compensation insurance company.

c. Allowable leave shall be for sixty (60) days.

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

e. The leave under these rules and regulations shall commence on the first day of absence. The benefits provided in this section are in addition to sick leave benefits.

f. When a unit member is absent from assigned duties on account of industrial accident or illness, the unit member shall be paid such portion of the salary due for any month in which the absence occurs as when added to his or her temporary disability indemnity will result in payment equal to the unit member's full salary.

g. Industrial accident or industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

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

i. Upon termination of the industrial accident or industrial illness leave, the unit member shall be entitled to the benefits provided for sick leave and the absence for such purpose shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, the unit member may elect to take as much of the accumulated sick leave which when added to his or her temporary disability indemnity will result in a payment of not more than the unit member's full salary.

j. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District shall issue the unit member's appropriate salary warrants.

k. A unit member receiving benefits as a result of these rules and regulations shall during periods of injury or illness remain within the State of California unless the District authorizes travel outside the State.

11.10 Bereavement Leave

a. Bereavement Leave, without loss of pay or sick leave (as defined by Article 11.2 Sick Leave), will be granted for five (5) days for a death of a unit member's immediate family (mother, father, grandmother, grandfather, grandchild of the employee or of the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee as defined in ED 44985). This section will also include step- child, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law and registered domestic partner. The unit member is entitled to six (6) days if travel to the funeral/memorial is more than three-hundred (300) miles.

b. Bereavement Leave shall be used within ninety (90) work days of the death of an immediate family member. The days used do not have to be consecutive. In special circumstances, this time may be extended by the Director of Human Resources.

11.11 Reproductive Loss Leave

a. A unit member employed by the District for at least thirty (30) days may take up to five (5) days of reproductive loss leave following a reproductive loss event. A "reproductive loss event" is defined as the day or for multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. Day for reproductive loss leave may be take nonconsecutively.

b. Such leave much be completed within three (3) months of the event, except that if a unit member takes another available leave prior to or immediately following a reproductive loss event, the unit member shall complete the reproductive loss leave within three (3) months of the end date of the other leave.

c. If a unit member experiences more than one (1) reproductive loss event within a 12-month period, the unit member may take up to 20 (twenty) days within a 12-month period.

d. A unit member may use bereavement leave for up to five (5) days per calendar year. For days above five (5) per calendar year, accrued and available sick leave and personal necessity leave may be used. If no such leave paid leaves are available, reproductive loss leave shall be unpaid.

e. The parties intend for this Section to be interpreted consistent with

Government Code section 12945.6.

11.12 District Reimbursed Leave

a. In an effort to enhance the professional development of District staff, the District may grant, upon the request of a unit member, a leave to work in another educational setting (i.e. Professional Development school) for which the District is reimbursed.

b. When requesting a leave, the unit member will indicate how this leave may enhance the professional development in the District.

c. The unit member maintains his / her position in PVSD without a break in service.

d. When the unit member on such leave elects to return, he/she shall notify the District of his/her return by March 1st of the year prior to the return. Upon returning, the unit member will be assigned at the discretion of the District.

11.13 Jury Leave

a. Leaves of absence to serve on a jury or to appear in court as a witness other than as a litigant shall be granted with pay. Mileage payments shall be retained by the unit member.

b. A unit member who receives notice to appear for jury duty during the school year may voluntarily postpone jury service to non-work year days (i.e. during summer, winter and spring breaks) and shall be compensated at the current day-to-day substitute rate for each non-work year day of actual jury duty served. The procedure for such postponement and compensation is as follows:

1. Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served. Evidence of actual jury service, rather than telephone availability, must be submitted to the District. Documentation to be submitted after jury duty has been served.

2. Forward these documents to the Director of Human Resources.

3. For purpose of this Article, unit members contracted to teach summer school are not eligible for jury duty compensation.

4. The District may require further verification of any/all of the above-mentioned documentation.

11.14 Sabbatical Leave

The District may, upon availability of funds, grant a paid Sabbatical Leave.

11.15 Professional Release Time

The Association shall be eligible for a total of fifty days of paid professional release time to pursue duties related to their role as Association members. Requests for such release time must be made by the Association President or designee. The Association shall pay for the substitute costs for any additional days.

11.16 Legislative Leave

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office. The unit member on such leave shall notify the District of his/her intended return at least four (4) weeks in advance.

11.17 Personal Leave

Unit members shall be entitled to twelve (12) days of sick leave per school year ten (10) days are provided under Education Code and two (2) excess days are provided by PVSD). Of those twelve (12) days, a total of eight (8) days per school year may be used as described below.

a. Personal Necessity Days (per Ed Code 44981) shall include:

- Death or serious illness of a member of the unit member's immediate family. "Serious" is defined as a situation resulting in hospitalization or imminent death.
- Accident involving the person or property, or the person or property of a member of the immediate family. "Accident" is defined as a vehicle accident, fire, or force-of-nature loss (flood, earthquake, fire, etc.) considered typical losses by an insurance carrier or the Federal Internal Revenue Service.
- care for a sick family member
- court appearance
- religious observance
- no other day care is available

- once-in-a-lifetime event where a unit member does not have control over the date, such as but not limited to, a wedding, graduation, or reunion.
- death of a family member not covered by bereavement
- academic course work- or job-related training

Advanced permission is not required for the reasons listed above.

Based on reasonable evidence or documented patterns, the District has the power and duty to review the bona fide reason for Personal Necessity Days listed above by the unit member. For the purposes of this Section, "reasonable evidence means that there is a demonstrable reason to doubt the authorized use of Personal Necessity Days. If the need is not the bona fide reason given by the unit member, the District will change the leave to unpaid status and documentation of the disciplinary action will be provided to the unit member and not subject to grievance.

b. Personal Days (Private Use Days):

During any school year, a unit member may use up to three (3) of the eight (8) Personal Necessity days at the unit member's discretion.

These days may not occur during:

- The first and last week of school.
- The week prior to and during State testing.
- Not adjacent to a break.
- Holidays would require a two (2) week notice and prior approval from the unit member's supervisor. If denied, the unit member may appeal to the Director of Human Resources for final determination.
- Parent conferences
- Staff development days

If the need arises, the Director of Human Resources and Association President can mutually modify the dates. Modification may occur due to site/district date changes.

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for the length of

his/her term or terms in office. The unit member on such leave shall notify the District of his/her intended return at least four (4) weeks in advance.

11.18 The District shall comply with all state and federal mandates related to employee leaves.

11.19 Catastrophic Leave Bank

a. The purpose of the Catastrophic Leave program is to allow all certificated employees (including certificated management) who have exhausted their own accumulated sick and personal leave and have a serious illness/disability or have an emergency in their immediate family requiring their presence to request a donation of sick days. For the purposes of this program, immediate family shall be defined as a spouse, domestic partner, child, stepchild, foster child, parent, or parent in-law of the participant.

b. At the beginning of each school year, certificated employees may elect to contribute to the Catastrophic Leave Bank. Participation is voluntary and only contributors will be permitted to draw from the Bank. Each person's contribution shall be based on a full working day or be prorated to the percentage of the person's daily assignment if less than a full day.

c. A Catastrophic Leave enrollment/donation form will be sent to all certificated employees by September 1st of each school year and must be returned to the HR office by September 30th. Employees who are hired after September 30 will be given an enrollment form at the time they are hired and it is to be completed within thirty (30) days. Membership is continuous from year to year unless a member submits a letter of cancellation.

d. A Catastrophic Leave Committee will be established to monitor the program, review requests and determine eligibility to receive a donation of days. The Committee will be comprised of the Director of Human Resources and two (2) PVEA representatives. The District Human Resources Office shall have the responsibility of maintaining records for the program.

e. Participants will donate one (1) day per year. When the Committee determines there is a need, there will be an automatic contribution of one (1) additional day for each participant. No participant will be

asked to contribute more than two (2) days per school year. Donated days will not be returned upon cancellation and the participant will not be eligible to receive a donation of days after submitting a cancellation. Unused days shall carry over from year to year in the Bank. When the Bank has accumulated approximately five hundred (500) unused days, automatic contributions will be placed on hold until the number of accumulated days are used and go below that point. A participating certificated employee, with a minimum of seventeen (17) sick days, may also donate up to an additional five (5) sick days to the bank. Additional donated days are subject to the same qualifications and approvals as outlined in this Article 11.19 with the exception of the September 30th deadline. Additional days may be donated at any time during the contract year.

A certificated employee not participating in the Catastrophic Leave Bank or a non-participating member of certificated management may donate up to five (5) days per contract year. However, they are not eligible to withdraw any days from the Catastrophic Leave Bank.

f. Participants may request to draw from the Bank only after all their leaves have been exhausted. If the participant is also entitled to FMLA / CFRA, the twelve (12) workweeks within a twelve (12) month period shall run concurrently with the use of Catastrophic Illness Leave Bank days.

g. Participants may request and be granted a withdrawal in units of no more than fifty (50) workdays per catastrophic illness or injury. Unit members may submit a request for an extension of a withdrawal of one (1) additional fifty (50) workdays allotment for each catastrophic illness or injury. Catastrophic Leave Bank days not used by unit member / participant shall be returned to the Catastrophic Leave Bank.

h. The amount of days to be donated to the participant will be determined by the committee and may or may not cover the length of the request. If the Bank does not have enough days to fund a request, the Committee has no obligation to provide sick leave days to the applicant. The District is under no obligation to provide additional sick leave days.

i. If any Catastrophic Illness Leave Bank days that are granted by the Committee to an applicant for a specific and qualified reason are not

needed or used, the days shall be returned to the Bank. The employee shall not retain excess days and shall not use any days for any reason other than that specified by the Committee.

j. Catastrophic Leave will require a medical verification to substantiate the illness or injury. It may not be used for elective surgery, personal necessity leave or normal pregnancy.

k. The decisions of the Committee shall not be subject to the grievance process.

11.20 Miscellaneous

a. Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to receive credit for annual salary increments provided during the leave.

b. Unless otherwise provided in this Article, a unit member on a paid leave of absence shall be entitled to receive, during the leave, all other unit member fringe benefits including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

c. Unless otherwise provided in this Article, a unit member returning from a leave of one (1) year or less duration shall have the right to the same position the unit member left.

d. Unless otherwise provided in this Article, a unit member on an unpaid leave of absence shall be entitled to remain in the collective fringe benefit pool at no cost to the District.

e. Any unit member who seeks as extension of Health Leave, Child-Rearing Leave or Study Leave shall make application no later than four (4) weeks preceding the expiration of the original leave.

f. Unit members who are absent without complying with the provisions of this Article may have an amount deducted from their salary as required by law.

g. For the purpose of this Article, persons who have filed a Declaration of Domestic Partnership with the State of California shall be considered as a spouse.

Article 12: Management Rights and Responsibilities

12.1 The Board, on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of California and of the United States, including, but without limiting the generality of the foregoing, the right:

a. To the executive management organization and administrative control of the District and its properties and facilities and the activities of its unit members;

b. To direct the work of its unit members; to determine the time and hours of operation and to determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;

c. To hire all unit members and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such unit members.

d. To establish educational policies, goals and objectives; to insure the rights and opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and

e. To build, move or modify facilities; to establish budget procedures and determine budgetary allocation; and to determine the methods of raising revenue.

12.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 the law and the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of California and the Constitution and laws of the United States.

12.3 The District retains its right to take temporary action reasonably required in cases of emergency. The need for, and appropriateness of, such emergency action may be challenged through grievance procedures.

Article 13: Miscellaneous Provisions

13.1 Any individual contract heretofore executed between the District and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.

13.2 This Agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms during the term of this Agreement.

13.3 This contract comprises the entire agreement between the parties. Should a matter of mutual concern arise within the contract, the District and the Association mutually agree to meet for the purpose of consultation. A mutual agreement may be developed and added to this contract.

13.4 The Association shall have the right to send a representative to any District sponsored committee or task force meeting. The representative shall have the right to present the Association's interests on matters under consideration. The District shall submit to the Association an agenda of each meeting.

13.5 The Bargaining Issues/Labor Relations Committee, comprised of the Director of Human Resources, the Association President and/or designee of the Association and other individuals as needed will facilitate the bargaining and communication process through the identification and the study of issues of mutual interest. The charge of this committee is to gather information to aid in the study of issues of mutual concern.

- The committee will meet regularly during the school year.
- The committee has the responsibility to report back to their respective teams and governing bodies in a timely manner.
- Nothing in this section precludes issues from being dealt with directly in the regular negotiations process.

13.6 Education Codes 45341 through 45349 and 35021 dealing with paid and volunteer aides are incorporated into this Agreement and shall be supplemented as follows:

a. The District shall not assign a paid aide or volunteer to a unit member without such member's consent, unless required by law, state or federal regulation, or the terms and conditions of categorical funding and/or grants.

b. Duties to be performed by the paid aide or volunteer shall be consistent with the needs of the District.

c. A unit member shall not be evaluated by the District because of any injuries caused or suffered by any of the non-bargaining unit personnel covered by this Article unless culpable negligence can be proven.

13.7 A physical examination may be required before permanent status is granted. The District will pay for the physical examination if the examination is performed by a physician designated by the District. The unit member may have the examination performed by the physician of his/her choice at the individual's expense. However, the District will determine the type of physical examination and the report form to be used in either case and will provide a list of acceptable physicians.

Article 14: Nondiscrimination

14.1 The District shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, genetic information, domicile, marital status, sexual orientation, physical disability, membership in an employee organization or participation in the activities of an employee organization.

Civil Liberties

a. The District shall not interfere with a unit member's freedom of speech or use of materials in the classroom unless, in the judgment of the District, such speech or materials are disruptive to the education of the students.

b. The District shall not inquire into, nor predicate any adverse action upon a unit member's political or organizational or personal non-school related activities or preferences.

c. Religion, sex, race and marital status are not factors to be considered in recommendations for reemployment or for granting tenure.

Article 15: Association Dues and Deduction Authorization

15.1 Under the legislative provisions chaptered into law and at the request of the Association all unit members shall fall into one of the two following categories:

b. Association Member: is a unit member whose application has been accepted under the conditions of the constitution and bylaws of the Association and is entitled to receive all Association benefits.

b. Non-Member: is a unit member who does not fill out an application for membership or who has submitted a letter to the Association President, or designee, requesting to drop their membership in the Association/CTA/NEA.

15.2 Association Dues and Deduction Authorization

a. An Association member may sign and deliver to the Association, an authorization allowing deduction of unified membership dues, initiation fees and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing to the Association. Pursuant to such authorization, the District shall deduct one eleventh of a such dues from the regular salary check of the unit member each month for eleven months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.

b. With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for which such deductions have been made and indicating any changes in personnel from the list previously furnished.

c. The Association will submit a copy of the deduction authorization to the District if there is a dispute about the existence or terms of the bargaining unit member's written authorization.

d. Any non-member, as set forth in this article, who requests that the grievance or arbitration provisions of the Agreement be used on his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

e. Less than Full-time Unit Member: Dues will be assessed on a prorated basis.

f. Unit members seeking to revoke their written authorization or other payment of Association dues deductions may only do so according to the terms of the authorization the member signed. Any such proposed revocation must be in writing and is only effective pursuant to the terms of the written authorization to the Association.

g. Any unit member's request to modify or cancel dues deductions must be directed only to the Association, and not the District. The Association shall be responsible for processing all such requests and notifying the District of any changes and the effective date thereof.

h. Hold Harmless

The Association shall defend and indemnify the District for any bargaining unit member claims regarding employer deductions made in reliance upon notification from the Association.

i. Miscellaneous 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, saving bonds, charitable donations or any other plans or programs jointly approved by the Association and the District.

The Association and District agree to provide each other any information needed to fulfill the provisions of this Article.

Article 16: Peer Assistance and Review (PAR) Program

16.1 Preamble

a. PVSD and PVEA strive to provide the highest quality of education to the students of Pleasant Valley. Both parties agree that optimum student performance requires fully qualified teachers in every classroom. In order for students to succeed at learning, teachers need to succeed in teaching. Both parties agree that all unit members must focus on continuous improvement in their professional practice. Therefore, both parties agree to collaboratively design and implement a professional development program to improve the quality of instruction through expanded and improved professional growth, peer assistance and professional accountability.

b. Unit members referred to the program or who volunteer for the program are viewed as valuable professionals who are entitled to available resources intended on enhancing continuous performance improvement.

c. PAR funding is terminated if contractual provisions of PAR are suspended due to insufficient funding. As long as the District received PAR funding, it is obligated to provide PAR services to the extent that funding permits.

16.2 Peer Assistance and Review (PAR) Council

The PAR Council will consist of seven (7) members. Members of the PAR Council will include the Association President or designee, three (3) members selected by the Association, the Director of Human Resources or designee and two (2) members selected by administration, of which at least one (1) member shall be a site level administrator. The PAR Council will establish the operational procedures of the Council, including the method of selection of a chairperson.

The PAR Council will also establish the meeting schedule. To hold meetings, three (3) unit members and two (2) administrators of the PAR Council must be present. Such meetings may take place during the regular workday, in which event unit members who are part of the PAR Council will be released from their regular duties without loss of pay. PAR Council teacher members have a responsibility beyond the regular workday and for this will becompensated with an annual stipend of $330.

a. The PAR Council will be responsible for the following:

- reviewing, revising and administering protocols/procedures
- annually evaluating the PAR Council and Program
- selecting CTs (defined in Article 16.4)
- evaluating the performance of CTs
- providing training for Council members and CTs
- assigning CTs to PTs

- reviewing and acting on CTs status and final reports
- providing an annual report to the Board of Trustees including recommendations regarding the participating unit members' progress in the PAR Program
- at the beginning of each year, one copy of the PAR Rules and Procedures will be distributed to each school site

b. Guidelines adopted by consensus or majority vote of the PAR Council will be consistent with the provisions of the Agreement, Board Policy and the law. To the extent that there is an inconsistency with the guidelines, the Agreement between PVSD and PVEA and Board Policy will prevail.

c. PT will have the right to meet with the PAR Council to discuss the assignment of the CT within two weeks of notification.

d. It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter. As such it is subject to the personnel record exemption in Government Code 6350 et seq.

e. Results of an employee's participation in PAR shall be made available as part of the employee's evaluation pursuant to Education Code 44662 (d).

16.3 Participating Teachers

The purpose of participation in the PAR Program is to help correct job-related deficiencies and to assist the unit member in improving performance. A PT is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject and related aspects of teaching performance as stated in Education Code 44662. Any participating unit member will have the right to representation at any meeting of the PAR Council where his/her performance is being discussed. There are three categories of PTs.

a. Beginning Teacher (BT) Participant: In order to assist new teachers in successfully beginning their careers in the District, all newly-hired teachers with less than two (2) full years of fully credentialed experience will be required to participate in PAR.

All teachers new to the District, but with more than two (2) years of experience, will participate in the program until they have received satisfactory documentation from a CT.

b. Referred Experienced Teacher (RET) Participants: A referred teacher is a unit member with permanent status who is deemed to need improved performance in instructional skills, mastery of content knowledge, classroom management and/or related aspects of teaching by the site administrator as noted with one or more "U" (unsatisfactory) ratings in standards 1-6 of the PVSD final teacher evaluation form.

c.

1. The decision of the site administrator to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure presented in Article 9 of the Agreement.

2. The CT will provide assistance to the PT until he/she concludes that the teaching performance of the PT is satisfactory or that further assistance will not be productive.

3. Status and final reports will be submitted by the CT to the participating RET and to the PAR Council.

4. The participating RET will have the right to submit a written response and or request a meeting with the PAR Council.

5. The PAR Council will forward its final report, including recommendations to the Board of Trustees.

6. The results of the participating RET's participation in the PAR Program may be used in the evaluation of the unit member pursuant to Education Code Section 44660 et seq.

d. Volunteer Teacher (VT) Participants: A permanent unit member who seeks teaching performance improvement may request the PAR Council to assign a CT to provide peer assistance.

1. The purpose of such participation is to provide peer assistance and as such will play no role in the evaluation of the VT participant.

2. The VT participant may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said request.

3. Unless requested by the VT, information obtained by the CT while providing assistance cannot be utilized in the evaluation process and/or as a basis for mandatory participation in the PAR Program.

16.4 Consulting Teachers (CT)

a. A CT is a permanent unit member who provides assistance to a PT pursuant to the PAR Program. A CT will possess the following qualifications:

- at least five (5) years of recent experience in the District as a teacher
- demonstrated exemplary teaching ability
- extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques and classroom management

strategies necessary to meet the needs of students in different contexts.
- experience at multiple grade levels
- demonstrated leadership ability
- demonstrated interpersonal skills

b. CTs will be trained to both offer peer assistance and to understand the specific functions of the PAR Program.

c. CTs provide assistance to PTs in improving instructional performance. This assistance will typically include:

- setting and discussing performance goals with the PT
- multiple observations of the PT during periods of classroom instruction
- meeting and consulting with the site administrator or designee of a PT
- demonstrating good teaching practices to the PT
- using District resources to assist the PT
- monitoring the progress of the PT and maintaining a written record
- making a status report to the PAR Council for a PT

d. The term of a CT shall normally be three (3) years but in no case shall exceed four (4) years. A one-year (1) extension of the term shall be at the discretion of the PAR Council.

e. In order to fill a position of CT, a notice of vacancy will be posted at all sites and in the District office. In addition to submitting an application form, each applicant is required to submit at least three (3) references from individuals who have direct knowledge of the applicant's abilities to be a CT.

f. CTs will be selected by consensus of the PAR Council after one (1) or more representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates. If consensus cannot be reached, then a majority vote will be used.

g. The PAR Council will monitor and evaluate the effectiveness of the CT and will make decisions regarding their continuation in the program. The PAR Council may remove a CT from the position at any time because of the specific needs of the PAR Program, inadequate performance of the CT or other just cause.

h. If the PAR Council determines that a CT needs to be removed, then the CT will be provided a written statement of the reasons for the removal. At the request of the CT the PAR Council will meet with him/her to discuss the reasons.

i. In addition to regular salary, the CT will receive a stipend of $4,000 for 140 hours in additional time required to perform the responsibilities and expectations of the program. For time beyond the 140 hours, the CT will be paid the hourly rate or through another mutually agreed upon arrangement. All such time beyond the 140 hours shall be pre- approved by the Assistant Superintendent of Educational Services.

j. Upon completion of his/her service as a CT, a unit member will have the right to return to his/her previous employment equivalency. CTs will be guaranteed a teaching position for which he/she is credentialed or legally authorized; however, it may not be the same assignment or work site.

k. Full-time CTs will have a caseload determined by a ratio of CTs to PTs. Participating teachers include BTs, RETs and VTs. This ratio is dependent on the amount of intervention time determined by the PAR Council and CTs.

l. The PAR Program encourages a cooperative relationship between the CT, PT and the site administrator with regard to the Peer Assistance and Review Process.

m. At the written request of the PT or the CT, the PAR Council may assign a different CT to work with the PT at any time during the year.

n. The District agrees to indemnify and hold harmless the Association and Association members on the PAR Council and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code 4503(c) and Government Code Section 820.2.

16.5 Teacher Support Provider

As funding permits, teacher support providers, not to exceed eight, will be selected. Selection will occur by the first Friday in June prior to the year they will begin service.

a. Qualifications:

1. Unit members must be permanent employees with a satisfactory teaching experience.

2. They must demonstrate leadership skills and an ability to communicate well with peers.

b. Selection Process:

1. Applications will be distributed to all teachers beginning the first of May in the year of selection by the office of the Director of Human Resources.

2. Interested applicants must return applications by May 15th.

3. The term of service shall be one year.

4. Unit members may apply for successive terms

5. A joint committee under the direction of the Director of Educational Services and the Association President will select unit members. There should be at least five people on the selection committee, the majority being unit members.

c. Duties:

1. Work on the delivery of curricular support to unit members under the direction of the Director of Educational Services.

2. Unit members selected may be expected to open their classroom to demonstrate new curriculum and effective teaching practices.

3. Teacher Support Providers are usually selected to serve with a grade level or subject area of expertise or special education.

4. Teacher Support Providers will have no part in evaluating unit members they are selected to support.

d. Compensation: A stipend of not less than $1,000 will be paid to Teacher Support Providers.

Article 17: Personnel Files

17.1 All materials to be placed in a personnel file shall be processed through the office of the Director of Human Resources.

17.2 A unit member shall be provided any negative/derogatory material before it is placed in the personnel file. He/she shall be given an opportunity at a mutually agreed time, with compensated release time, to initial and date material and prepare a written response. The following procedure shall be followed regarding material of a derogatory nature:

a. The unit member will be given notice and an opportunity to review and comment on the material.

b. The notice will inform the unit member that he/she may review the derogatory material during normal business hours, that the unit member will be released from duty for this purpose and that the unit member must respond within ten working days from the receipt of the notice.

c. The material will be signed and dated by the originating person. Anonymous documents, letters or other materials will not be filed.

d. After the unit member has reviewed and made written comments on the derogatory material it will be entered into the personnel file and will become a part of the unit member's permanent record.

17.3 Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include ratings, reports or records that were obtained prior to employment.

17.4 The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member, or an Association representative if so authorized by the unit member.

17.5 Access to personnel files:

A unit member may have an Association representative present when he/she inspects his/her personnel file or may give written authorization to an Association Representative to review his/her file.

Administration may access a unit member's personnel file on a need-to-know basis with permission granted by the Director of Human Resources or Superintendent. The Director of Human Resources or Superintendent shall retain the right to inspect any file as needed.

Board of Trustee members may request the review of a unit member's file only at a closed session of the entire Board of Trustees. The contents of all personnel files shall be kept in the strictest confidence.

17.6 The District shall maintain the unit member's personnel file at the District's central office. Any files kept by the unit member's immediate supervisor shall be passed to the Office of the Director of Human Resources or disposed of if the supervisor moves or is transferred.

Article 18: Retirement Issues

18.1 Reduced Workload

Eligible unit members may be granted the right to reduce their workload to no less than half-time upon request. Participating members will share the responsibility of a full-time assignment for a minimum of one (1) year.

a. Reduced services employment may consist of either of the following:

Equivalent of one-half the number of sequential days of service required by the unit member's contract of employment during his/her final year of service in a full-time position and will commence on the first day of the first half of the work year or the first day of the second half of the work year; or;

Equivalent to half-time employment per day of the full school year.

b. A unit member must have reached the age of fifty-five years prior to reduced services employment. The unit member must have been employed full-time in a position requiring certification for at least ten years of which the immediately preceding five years were full- time employment.

c. Compensation and Benefits

1. The unit member shall be paid creditable compensation that is the pro rata share of the creditable compensation the member would have been paid for the position had the member not reduced his/her workload. The unit member's State Teachers Retirement System (STRS) contribution, paid by both the District and the unit member, shall be the same as if the unit member worked full-time.

2. Reduced Workload participants will be compensated for attendance at after hours staff development at the approved hourly rate
.

3. Reduced Workload participants will be paid their daily rate for attending District designated, approved staff development during the school day.

4. The District shall provide participating unit members with health and welfare benefits according to Education Code 44922.

d. This section shall conform to the mandatory provisions of Education Code 44922.

e. Application Process

1. Unit members desiring to participate in the Reduced Workload Program shall submit a proposal to Human Resources no later than March 1st in order to reduce their workload for the subsequent school year. Two (2) unit members applying to enter the Reduced Workload Program may file a joint, 50/50 proposal to share one assignment. A unit member applying to enter into the Reduced Workload Program may request to job share an assignment with an identified job share participant in the Job Share Program. The joint proposal must include a calendar of the days each unit member will work, how the preparation of report cards or other job-related responsibilities will be handled, attendance at meetings and coverage of any adjunct duties. Both unit members will be expected to attend staff development days, Back to School and Open House nights and parent conferences.
2. The proposal shall be accepted or denied no later than May 1st. If the request is denied, the applicant(s) shall be notified in writing of the specific reasons for the denial.
3. Exceptions to this time frame can be granted by the Director of Human Resources.
4. Reduced workload assignments will be approved for one year at a time and may be renewed following the application process above.
5. Members participating in Reduced Workload may mutually agree to exchange assigned days with the administrator's prior approval.

g. Termination of Reduced Workload

The originally assigned teacher stays in the position and the partner will be placed on the involuntary transfer list.

18.2 Contract for Services Plan

a. The District may offer retirees the opportunity to enter into an ancillary services contractual agreement.

b. A participant approved for this plan shall receive a contract stating the terms and conditions of the agreement, including the duration and the number of days of service per year. Compensation rate will be equivalent to the number of days of service times the per diem rate of pay which the participant was earning upon retirement.

c. An application for a retiree contract shall be filed with the Human Resources office by the unit member/retiree interested in this option.

18.3 Retiree Health Insurance

a. Retiree benefits for unit members who retired on or before June 30, 1984:

The District shall provide fully paid health insurance premiums for unit members and dependents of unit members who retired on or before June 30, 1984, after reaching the 55th birthday, provided said employee had given ten years of satisfactory service to the District. This coverage shall extend for the life of the retired unit member. A District approved paid leave shall constitute paid services for purposes of eligibility for the benefit.

b. Retiree benefits for unit members hired on or before June 30, 1984, who retire after June 30, 1984:

The District shall contribute not more than $3,900 per year per retiree toward the health and welfare program of retirees who retire after June 30, 1984, after reaching the 55th birthday, provided said employee had given twelve years' satisfactory service to the District. This coverage shall extend for the life of the retired unit member. A District approved paid leave shall constitute paid service for the purpose of eligibility for this benefit. Unit members who meet all retirement requirements, except twelve years of service in PVSD, may retain unit member and dependent membership in the District health insurance plan by paying 100% of premiums. At the end of the 12th year of service, the District shall assume premium payment for the unit member and dependents for the life of the retired employee up to but not to exceed $3,900 per year.

c. Retiree benefits for unit members hired after June 30, 1984:

The District shall contribute not more than $2,400 per year per unit member toward the retiree catastrophic health and welfare program for all unit members hired subsequent to June 30, 1984. The unit member shall be required to have reached his/her 60th birthday and shall be required to have served the District for fifteen years or more. Temporary teachers who are rehired and previous unit members who are reinstated after a break in service, shall be considered new unit members hired subsequent to June 30, 1984.

d. Retiree benefits for unit members hired after June 30, 1986, who are eligible for Medicare through District employment and who meet the qualifications of subsection C above:

The District shall contribute not more than $2,400 per year per employee toward the retiree catastrophic health and welfare program. The District contribution shall continue until such time as the employee meets the eligibility requirements for Medicare.

18.4 Entitlement

a. Salary agreements reached after the conclusion of a school year that stipulate a retroactive settlement for the year just ending, shall also apply

to retirees and unit members who worked during the year for which the settlement was given.

b. Unit members who have worked a full year shall receive health benefits consistent with those received by active employees until August 31st of the year of their resignation or retirement. Such unit members are encouraged to notify the District, preferably by June 1st of their resignation or retirement.

18.5 Retirement Incentive

A retirement incentive may be offered if there is a cost savings to the District.

Article 19: Safety Conditions of Employment

19.1 Working Conditions: Unless a State of Emergency is declared, unit members shall not be required to work in unsafe conditions or perform tasks that endanger their health, safety or well-being.

19.2 The District shall continue to comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq) and regulations relating thereto (California Administrative Code section 330, et seq).

a. Any unsafe condition shall be reported to the unit member's immediate supervisor either directly or through the Site Safety Committee.
b. If the supervisor is unable to remedy the situation to the satisfaction of the complainant, then the unsafe condition will be reported to the District Safety Committee and the Association.
c. If the District Safety Committee is not able to resolve the problem, communication outlining the reasons shall be sent to the Site Safety Committee by the way of the site administrator.
d. Upon notification, the District shall review the condition and, if determined by competent authority to be unsafe or hazardous, eliminate or correct the condition.

19.3 The District Safety Committee is established to implement the provisions of the Labor Code 6401.7. The Association shall appoint two representatives to the District Safety Committee. The District Safety Committee will supervise and implement the District Disaster Preparedness Plan and annually review each site disaster plan.

In conformance with state law, the District shall regularly hold disaster response drills and assist in the acquisition of safety supplies at the various work sites.

19. 4 No unit member may be directed to perform duties that could endanger life, safety or welfare.

19.5 In the event unit members have been pressed into service as "disaster service workers", unit members are to remain on duty until the emergency is over (California Government Code 3100, 3211.92 et seq.)

a. The order in which unit members are released at the conclusion of a disaster shall be determined by random alphabetical order at the beginning of each school year.

b. The order of dismissal of the unit members from disaster service shall be posted at each work site within the first month of each school year.

c. The site administrator or designee serving as site disaster leader has

ultimate authority in declaring when an emergency is concluded sufficient to implement dismissal procedures.

19.6 In the event of an emergency school closure, including but not limited to a natural disaster, quarantine or government order, unit members shall receive their daily rate of pay and benefits. If makeup days are required by law, the District shall negotiate the dates of said days with the Association.

19.7 Site-based Safety Committees

a. The purpose(s) of the committee shall be to review and make recommendations regarding safety concerns at each site. These safety concerns may include issues relating to personal safety (e.g. unit members and students, unsafe or dangerous equipment/facilities and issues of general safety).

b. The committee shall be composed of at least two unit members, one classified employee, one site administrator and one or more parents. The unit member representative shall be chosen from a list of volunteers. If there are insufficient volunteers, the site administrator shall assign the appropriate number of unit members using the same criteria for selection as are used for other required adjunct duties.

c. The committee shall meet at least quarterly or otherwise, as the need arises. Except as indicated above, other operating procedures shall be decided by the committee members and shall be in conformance with SB 198 legal mandates and District policy as found in the PVSD Injury and Illness Prevention Program.

d. Minutes shall be taken of the meetings and kept for review in the School Safety Manual binder. Minutes may be sent to the PVEA President as appropriate. Recommendations requiring expenditures or technical review shall be referred to the District Safety Committee for approval.

e. If attendance at Site Safety Committee meetings cannot be accommodated during normal staff meeting times, attendance shall be by released time.

19.8 The District shall make available at each school site, facilities for a lunchroom and staff lounge.

19.9 The District shall exclude from class any student who, in accordance with Ed Code Section 48210 et seq, is unfit for any reason to continue in class.

19.10 Pursuant to Ed Code 49079, teachers will be notified when a student with known violent behavior is assigned to the classroom.

19.11 Unit members shall make reasonable efforts to maintain safe and sanitary conditions in their work areas of responsibility.

19.12 Specialized Health Care Procedures

a. Except in cases of life-threatening emergencies, teachers shall not be required to provide specialized health care procedures including, but not limited to dispensing medication, catheterizations, crede's maneuver, diapering, suction, oxygen administration, gavage feeding and draining. Special Day Class teachers may be requested to provide specialized health care procedures which they have been fully trained to perform.

b. The District shall indemnify and hold harmless from all liability any unit member who performs specialized health care services while acting within the scope of his or her duties.

c. The District will provide rubber gloves, mouth-to-mouth breathers, sponges, antibacterial and antiviral cleaning solutions and facilities to wash with hot water (whenever possible) and antiseptic soap to every unit member who may come in contact or be expected to come in contact with bodily fluids.

d. The District will pay for immunizations as covered by the District's Blood borne Pathogens Plan.

19.13 Stolen/Damaged Property: Unit members are discouraged from bringing personal property onto work sites (see Board Policy 3531). If unit members bring personal property onto work sites they do so at their own risk. Nonetheless, if a unit member brings personal property onto the work site and the unit member suspects that the property has been damaged or stolen as a result of the willful conduct of a student, the unit member may request his/her site administrator investigate the matter.

a. If the site administrator determines that the damaged or stolen property is a result of willful misconduct by a student, the site administrator shall notify the student and his/her parents or legal guardian of the following:

That the parents/guardian is liable for all damages so caused by the student (up to $7,500 or such higher amount as the law provides) subject to appropriate due process procedures, the student's grades, diploma and/or transcript may be withheld until such time as the student or student's parent or guardian has paid for the damages. If the student and parent/guardian are unable to pay for the damages, or to return the property, the District shall provide a program of voluntary work for the student in lieu of the payment of monetary damages. Upon completion of the voluntary work, the grades, diploma and/or

transcripts shall be released. If the District decided not to pursue the parent/guardian for reimbursement of damaged items, the District shall reimburse the unit member with appropriate compensation, pursuant to District reimbursement processes.

b. In addition, if the site administrator reasonably believes that possible criminal conduct has occurred, he/she will file a police report.

c. A unit member may exercise his/her rights in seeking redress from the student or the student's parent through legal action or by filing a police report.

19.14 Assault: The District will communicate at least annually through letter, newsletter or through the public news media that assaults against unit members will not be tolerated. Any student who verbally or physically assaults or batters a unit member shall be subject to possible criminal action, civil liability and/or suspension or expulsion from school (EC 44811, 44014, PC 601, 602.1).

If a unit member believes he/she has been assaulted, the individual shall report the incident to the site administrator. The site administrator and unit member shall notify police as required by law (EC 44014).

The District may pursue legal action against a pupil or pupil's parent or guardian if a unit member's person or property is injured or damaged by willful misconduct of the student which occurs during the course and scope of employment. The District will act as a liaison between the unit member, courts and police as provided by law.

19.15 Pupil Suspension by Teacher (EC 48910)

i. A teacher may suspend a student from his/her class for the day of suspension and the following day for any of the acts enumerated in Ed Code 48900.

ii. The teacher shall immediately report the suspension to the site administrator. The student shall be under appropriate supervision defined in policies and related regulations adopted by the District. The student is to be sent to the site administrator or his/her designee for appropriate action if that action requires the continued presence of the student at the school.

iii. As soon as possible, the teacher will ask the parent to attend a parent-teacher conference regarding the suspension. Whenever practical, a school counselor or school psychologist shall attend the conference. A site administrator shall attend the conference if the teacher and/or parent/guardian so requests.

iv. The student shall not be returned to the class from which he/she was suspended, during the period of suspension, without the concurrence of the teacher of the class and the site administrator.

v. A student suspended from a class shall not be placed in another regular classroom without teacher consent during the period of suspension. For non-classroom-based unit members, a suspended student shall not be placed under his/her supervision for longer than forty-five (45) minutes without his/her consent during the period of suspension. However, if the student is assigned to more than one class per day, this subsection shall apply only to regular classes scheduled at the same time as the class from which the student was suspended.

vi. A teacher may also refer a student, for any of the acts enumerated in Ed Code 48900, to the site administrator or designee for consideration of suspension from the school.

vii. The Assistant Superintendent of Administrative Services or designee shall provide the unit member with assistance that is mutually agreed to and authorized by law.

Article 20: Salary and Benefits

20.1 In order to be employed, the unit member must hold the appropriate credential for elementary or middle school teaching. Education requirements for each Column are as follows:

Column 3	BA and credential
Column 4	BA, credential plus additional forty semester units and Master's Degree or BA, credential plus additional forty-five units
Column 5	BA, credential plus additional fifty semester units and Master's Degree or BA, credential plus additional sixty semester units

The column placements specified in this article will take effect July 1, 2024. Unit members on Column 1 or Column 2 prior to July 1, 2024, will be moved to Column 3 effective July 1, 2024, unless other horizontal movements results in even greater column placement.

20.2 Initial step and column placement for district school nurses and speech and language pathologists shall be based on the licensure requirements and certified experience up to sixteen (16) years, as verified by the Human Resource Office.

20.3 Effective July 1, 2023, Steps 1-12 of the Bargaining Unit's salary schedules shall be increased by 4.00%.

20.4 Effective July 1, 2023, subsequent to the 4.00% salary schedule increases, Step 13 of the salary schedule shall be increased such that Step 13 is 2.00% greater than Step 12. Step 13 shall no longer be classified as a longevity step.

20.5 Effective July 1, 2024, the Bargaining Unit's salary schedule shall be increased by 1.5%.

20.6 Effective July 1, 2025, the Bargaining Unit's salary schedule shall be increased by 2.5%.

20.7 Beginning July 1, 2021, "The salary schedule shall provide an anniversary increment for verifiable service in the profession, consistent with article 20.6." Unit members adversely affected by the language in place prior to July 1, 2021 (such that those members' years credited to anniversary increments was reduced due to service in other districts, or break in service) shall have their anniversary step placement adjusted to reflect the updated language. This change is understood to be prospective, based on the language updated as of July 1, 2021, and shall not result in retroactive payment. Effective July 1, 2023, the increment shall be $525 per year starting the 14th year of service, increasing by $525 for each succeeding year through the 19th year. The increment shall be $600 starting the 20th year of service, increasing by $600 for each succeeding year. A leave of

absence granted by the District shall not be considered a break in service. A paid leave shall be considered as credit for salary increment.

20.8 The school psychologists will be paid 1.3 times placement on the Teacher/Nurse salary schedule. Their site workday shall be 6.75 hours; however, there may be days where the psychologists are required to work a 7-hour day for parent meetings, etc. (exclusive of a forty-five-minute lunch).

20.9 The District shall create two additional salary schedules effective July, 1, 2025: A Special Education Mild/Moderate Setting salary schedule and a Special Education Moderate/Severe Setting salary schedule. The Special Education Mild/Moderate Salary Schedule shall be based upon the Teacher-Nurse salary schedule with a $7,000 increase per cell in the creation of the salary schedule. The Special Education Moderate/Severe Salary Schedule shall be based upon the Teacher Nurse salary schedule with a $12,000 increase per cell in the creation of the salary schedule. In subsequent fiscal years if there is a general increase to the Bargaining Unit's salary schedules this shall take effect upon the new salary schedules and each base salary schedule cell shall be increased by the negotiated percentage.

20.10 For the required to perform job-related duties outside of contract hours (i.e. summer assessments, covering for psychologists and speech and language pathologists on leave, etc) psychologists and speech and language pathologists will be paid their regular daily rate, and if paid hourly, the rate will be divided by the actual workday hours. Hours outside of contract hours such as attendance at a professional development, committee work or informal meeting shall be paid at the general unit member hourly rate. Effective July 1, 2025, the hourly rate shall be increased to $55.00 per hour.

20.11 If a psychologist will be unable to work for more than two (2) consecutive weeks, the District will make a good faith effort within two (2) days to hire a substitute psychologist to cover duties. The substitute psychologist will be paid at the regular psychologist daily rate or their agency rate.

20.12 Speech and Language Pathologists will be paid at 1.14 times placement on the Teacher/Nurse salary schedule. Their workday shall be 6.5 hours, exclusive of lunch period.

20.13 If a speech and language pathologist will be unable to work for more than two (2) consecutive weeks, the District will make a good faith effort within two (2) days to hire a substitute speech and language pathologist to cover duties. The substitute speech and language pathologist will be paid at the regular speech and language pathologist daily rate or their agency rate.

20.14 School counselors are to be compensated at a ratio of 1.2 of the Teacher/Nurse salary schedule. The site workday shall be 7.5 hours. A counselor's lunch shall be equivalent to the lunch of other unit members at the site.

20.15 All units for advancement beyond Column 3 must be upper division or graduate level or approved by the College Credit Committee and received subsequent to the Bachelor's Degree.

20.16 New unit members beginning September 1, 2002, will be given credit for six years actual teaching experience in public or accredited private schools for verified experience. To achieve credit for a year of teaching or certified experience, a new unit member beginning September 1st, must have taught for at least 75% of said school year, which may include combined experience in more than one district, except for day-to-day substitution.

20.17 When a unit member is granted an unpaid leave of absence, he/she shall maintain his/her position on the salary schedule as of the date of departure.

20.18 Initial placement on the salary schedule shall be verified by official college transcripts prior to the first day of service or thirty days after employment when employment contract is signed after the beginning of the school year. Grade cards or similar verification may be presented for initial placement, pending receipt of official college transcripts.

20.19 Application for horizontal movement on the salary schedule shall be submitted to the Human Resources Office by April 15th in order to be effective the following school year. Horizontal movement on the salary schedule shall be verified by official college transcripts on or before October 1st of the year in which the salary increase is to be effective. The units which qualify the unit member for horizontal movement shall be supported by evidence of completion by the first day of service if such credit is to be reflected in the October 1st paycheck.

20.20 Beginning July 1, 2025, the hourly rate for unit members working with students will be $55.00 per hour when not paid by stipends or otherwise defined in this contract. This includes home hospital teacher.

20.21 Beginning July 1, 2025, home hospital teachers shall be paid at the rate of $55.00 per hour, which includes one (1) hour of prep time for every five (5) hours of instruction. Home Hospital Teaching assignments shall be offered to the student's regular teacher first.

20.22 Beginning upon the date of Board approval of this agreement and for the duration of the availability of the Arts, Music, and Instructional Materials Block Grant, teachers who cannot secure a substitute or who choose to forego a substitute under article subsection 7.2 g 1 will receive a stipend equivalent to one (1) half day substitute pay. This provision applies only to the aforementioned article subsection. It is understood that when the Arts, Music, and Instructional Materials Block Grant expires, the substitute days and/or stipend option at half day substitute pay also expire.

20.23 Beginning July 1, 2023, day-to-day substitutes are paid at the rate of $175.00 per day. Starting the 21st consecutive day in the same assignment, the rate is $190.00

per day. Starting the 91st consecutive day in the same assignment, the rate is Step 1, Column 3 of the Teacher/Nurse salary schedule.

20.24 Classroom teachers and support service personnel shall be paid at their daily rate for scheduled days worked.

20.25 Effective July 1, 1999, a stipend of $500 will paid to those unit members who hold a Master's degree; a stipend of $1,000 will be paid to those unit members who hold a Master's and Doctorate degree.

20.26 Incentive for Attendance at After-Hours Staff Development

a. There will be list of specific, approved after-hours staff development activities that qualify for an incentive for attendance. This list is not intended to be an all-inclusive list of staff development activities.

b. Unit members must apply and receive approval to attend these staff development activities.

c. Unit members may choose to either receive a stipend or University credit for attendance.

University credit: whenever possible, the District will contract with Universities to offer units for designated after hours' staff development activities. Unit members must pay for university units in order to receive credit.

Stipend: For the designated approved after-hours staff development activities, the stipend amount will be based on the hourly rate. The total stipend amount will be decided prior to the workshop.

20.27 Unit members working less than full time are required to attend Staff Development days and will receive a full day's compensation for all the days attended.

20.28 District Health and Welfare Contribution

The District shall provide a three-tiered structure for health insurance benefits and contribute up to the maximum as follows per year per unit member. Effective October 1, 2025, the District contribution maximum shall be increased to the following levels:

Single Party Plan	-	$12,100
Two Party Plan	-	$19,700
Family Plan	-	$25,850

Effective the 2017-2018 school year, $500 will be given to each spouse or domestic partner within the district where at least one-unit member enrolls in a two party or family medical coverage, if they are both required to take insurance under SISC rules.

The District shall provide unit members who have deductions from their salaries for benefit premiums, the opportunity to participate in an IRC Section 125 plan. Participation in the IRC Section 125 plan will allow the unit member's contributions to be deducted from their salaries before federal and state tax withholding deductions.

Effective October 1, 2025, for employees who enroll in a Health Savings Account (HSA)-eligible health plan, the District will provide a contribution to the employee's HSA. The amount of the contribution will be equivalent to 75% of the difference between the employee's health and welfare program costs and the contribution cap. The District's calculated contribution will be capped at the IRS contribution limit. The employee will earn the HSA contribution on a monthly basis. The District will make the HSA contribution no later than December of each calendar year for which the employee is enrolled in a qualifying plan.

Effective October 1, 2026, when an employee enrolls in an HSA-eligible health plan for the first time while a PVSD employee, the District will provide a one-time contribution of $3,000 (for individual and two-party plans) or $6,000 (for family plans) to the employee's Health Saving Account. The contribution will be made no later than the first month of the benefits plan year. If the one-time contribution would put the employee over the maximum IRS contribution amount in effect for that tax year, the contribution will be reduced by the amount necessary to remain compliant with IRS rules. In the current year, the District will make a one-time $3,000 (for individual or two-party plans) or $6,000 (for family plans) contribution to the health savings account of employees who enrolled in an HSA-eligible plan during the 2024-25 or 2025-26 plan years. If the one-time contribution would put the employee over the maximum IRS contribution amount in effect for the current tax year, the contribution will be reduced by the amount necessary to ensure IRS compliance.

20.29 Unit Member Health Insurance

The District shall provide all unit members, domestic partners and their dependents with a health service plan that may include chiropractic coverage effective January 2005. (AB 205). For members working the full year, coverage begins on September 1st and ends on August 31st.

20.30 Retiree Health Insurance (see Article 18).

20.31 Dental Insurance

A dental plan, including orthodontic coverage, shall be provided by the District for all unit members and their dependents. A dental plan, excluding orthodontic coverage, shall be provided by the District for qualified retirees and their dependents.

20.32 Vision Care Plan

The District shall provide all unit members, qualified retirees and their dependents with a vision care plan. The plan shall be Vision Service Plan B Composite Rate Non-deductible.

20.33 Tax Shelter Annuities

Teachers may participate in the tax shelter annuity of their choice with the District providing payroll adjustment for this purpose.

20.34 Duration of Benefits

a. Benefits provided in this Article shall remain in effect until it is replaced by another plan by mutual agreement between the Association and the District.

b. Unit members who have worked a full year shall receive health benefits consistent with those received by active unit members until August 31st of the year of their retirement. Such unit members are encouraged to notify the District, preferably by June 1, of their retirement.

c. A terminated unit member and his/her dependents shall be entitled to continued coverage, with permission of the carriers, under the health, dental and vision care plans for a period as stipulated by the provisions of COBRA. Such unit members shall pay the premium for the continued coverage on a month-to-month basis.

The provisions of this Article shall be subject to the negotiations process in the same manner as other Articles in this Agreement.

Article 21: Savings

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

21.2 Should a provision or application be deemed invalid, as described in paragraph 21.1 above, the District shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Such rulings shall obligate the parties within ten days to agree to meet to renegotiate the provisions(s) affected.

Article 22: Statutory Changes

22.1 Mandatory improvements or mandatory reductions in unit member benefits which are brought by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement.

22.2 Rulings by the PERB pertaining to the scope of representation shall obligate the parties to agree within ten days to meet and negotiate on the revised definition of scope items.

22.3 Should legislative action mandate adjustments in the contract, both parties shall meet to bring the contract into compliance with legal mandates or to take advantage of new legal options.

Article 23: Summer School/Extended School Year

23.1 The District shall make summer school assignments as follows:

a. Unit members from PVSD shall be given first priority in filling classroom teaching assignments.

b. Unit members applying shall be given preference in the inverse order of when they last taught summer school, providing they are qualified to teach the course.

c. Unit members applying for Extended School Year with appropriate Special Education Credentials will have priority.

d. If more than enough applications are received for summer school employment, preference shall be given to unit member(s) who did not teach the prior year. The intent is to rotate assignments. The District may use discretion in placing unit members in summer school positions which require specialized instructional skills (i.e. music). If two or more candidates are judged equal on the basis of rotation and specialized instructional skills, then District seniority will apply as a tie breaker.

e. Should there be any vacancies not filled by District unit members, employment shall be opened to teachers from outside the District.

23.2 Summer School pay shall be as follows:

Column 1	Column 2	Column 3	Column 4	Column 5
$214.00	$225.00	$236.00	$248.00	$258.00

The above compensation will be paid to unit members when hired for summer school on daily basis. Summer school daily rates shall be updated on an annual basis at the same percentage agreed to as part of the on-schedule salary increase, should said increase be part of the current year's negotiated settlement.

The District reserves the right to contract with an outside agency for the administration of summer school. The terms of any agreement with an outside agency for the administration of summer school shall ensure that the rights of unit members imparted in this article shall be maintained.

As the District has yet to enter into a contract with an outside agency, the monetary effects of such an agreement are unknown at this time. PVSD and PVEA mutually agree to re-open Article 23 within one (1) year of entering into such an agreement, without the article counting as one of either team's three (3) openers, to re-examine compensation and other provisions of the article.

23.3 The number of unit member workdays shall be determined each year, but shall not be fewer than twenty (20) days, nor more than twenty-six (26) days. Unit

members will receive one (1) paid day for preparation at the same hours as the program.

23.4 Summer School Transfers: Once a unit member agrees to serve in a particular summer school assignment, the District shall make every attempt not to change such assignment without the unit member's approval.

23.5 Sick days, jury duty, PN and Bereavement will be unpaid leave for summer school/extended school year unit members.

23.6 Unit members who serve as substitutes during summer school shall be compensated at the summer school daily rate to which they would have been entitled had they been hired for the position. Substitutes who are not unit members shall be compensated at the day-to-day substitute rate.

23.7 All teachers shall be on duty a total of thirty (30) minutes longer than the time prescribed for their students, such thirty (30) minutes to be divided between time before and after school by the site administrator after consultation with the faculty.

23.8 Special Education classes will be adequately staffed with appropriate instructional assistants to ensure safety and productivity of all students and staff. In situations where the productivity and safety is in question, the summer school teacher and principal shall meet and develop a plan within two (2) days for additional supports.

23.9 All unit members shall be able to job share their summer school positions provided that the potential job share team apply as a job share and submit a proposed calendar of days each will work as part of the application process.

Article 24: Temporary/Hourly Employees

Sections 44919 through 44921 of the Education Code are incorporated into this Agreement and supplemented as follows:

24.1 Full-time temporary unit members shall be paid in the same manner and in the same amount as probationary unit members and shall be entitled to all benefits provided for in this agreement.

24.2 Part-time temporary unit members working 50 percent of the school day or more shall be paid a pro rata salary and receive pro rata benefits.

24.3 Temporary unit members working less than half-time shall not receive health benefits, but shall receive a pro rata salary as described in Section 2 of this Article.

24.4 The District may hire part-time hourly teachers for a limited duration and a specific purpose, e.g. providing after school intervention services at a particular school site (often categorically funded or parent group or community funded). Hourly teachers will receive an hourly wage and these teachers shall not be responsible for a roll sheet, nor shall they assign grades and nor shall they prepare lesson plans. They shall be compensated at the hourly rate and shall not be eligible for health and welfare benefits.

Article 25: Transfers

25.1 Definitions

a. Reassignment: the movement of a unit member within a school site is considered a reassignment. A reassignment shall occur prior to any transfers.

b. Transfer: the movement of a unit member to a different school site shall be considered a transfer.

There are three types of transfers: involuntary, voluntary, and administrative.

- Involuntary – staff reduction initiated, or special circumstance approved by Director of Human Resources and Association President
- Voluntary – unit member initiated
- Administrative – district initiated

c. Vacancy: a vacancy is any open position at a site or within the District and is available to be filled by a certificated unit member.

Vacancies will be filled in the following order:

- Return from Leaves (first year)
- Reassignments at the site level
- Administrative Transfers
- Involuntary Transfers
- Voluntary Transfers and Return from Leaves (second year) Rehires (from the 24/39 month rehire list)
- New Hires

d. Any classroom teaching position vacancy that occurs after the first day that keys are made available for teachers for the school year will not be posted until the first round of transfer postings for the succeeding school year.

i. Unit members occupying a position not previously posted for transfer shall be considered part of the voluntary transfer pool at the time that position is posted.

ii. Classroom vacancies filled during a school year with a temporary employee shall be declared open positions, provided that the positions

exist the following year, and provided that the rights of the individuals returning from leave are not violated by the declaration.

25.2 Reassignment

Reassignment within a School Staff: reassignments shall not be punitive or disciplinary in nature and shall be based on the educational needs of the school.

a. Staff reassignments shall be an administrative decision.

i. Unit members interested in changing their site assignment should notify their site administrator for consideration. This notification may be verbal or in writing.

ii. If more than one person requests reassignment to the same vacant position, the interview process shall be used for the reassignment of the unit member(s).

iii. If a reassigned unit member provides a written request for the reason of the reassignment, the site administrator shall provide a written response within 5 working days.

iv. Site Administration will consider alternatives before reassigning a unit member to three grade levels above or three grade levels below their current assignment.

v. Site Administration will consider alternatives before reassigning a unit member in two successive school years.

vi. A reassignment within a school would not be considered as an involuntary transfer except as noted below in the appeal process.

Any unit member who believes this reassignment was inappropriate would have the option of appealing his/her case to the Director of Human Resources who would make the final determination.

- Reassignment to be adopted.
- Reassignment treated as an involuntary transfer.
- Reassignment not adopted.

b. Reassignments due to the reduction/elimination of a classroom position

i. The unit member with the least District seniority, within the reduced grade level, will be reassigned to an available site vacancy. Should a site vacancy not exist, then the Involuntary Transfer process shall be

followed. See Article 25.4 for the process. Reassignments by the site principal may still occur after this process. However, another reassignment at the reduced grade level shall not be used to replace a more senior unit member at the grade level with a unit member with less district seniority.

ii. A unit member who has been reassigned due to the elimination of a position shall have a right to return to that position should that position be reinstated prior to the beginning of the school year, thus nullifying the reassignment.

25.3 Administrative Transfers

The District may administratively transfer a unit member from an existing position to a specific vacancy. Administrative transfers shall be based on the needs of the district provided that:

a. An administrative transfer may be initiated under exceptional circumstances.

b. When possible, the unit member will be notified in writing at least fifteen (15) days prior to the transfer meeting except in unusual circumstances. The notice shall include a statement of reason for the transfer.

c. The unit member may request a meeting with the Superintendent to discuss the transfer. An administrative transfer will be considered complete upon written notification of transfer from the Superintendent.

d. The provisions of this subsection shall not be used in any one year to affect a transfer under this section of more than the number of unit members equal to 2.3 percent of the total number FTE (2.3% X total FTE =. xxx rounded to nearest whole person).

e. Every effort will be made to avoid transferring a unit member under this provision in two successive school years.

25.4 Involuntary Transfers

Involuntary Transfers shall not be punitive or disciplinary in nature and shall be based on the needs of the District.

a. When a unit member is involuntarily transferred because of staff reduction, it shall be done on the following basis:

TK – 5:

The unit member with the least District wide seniority at a school which loses a staff position and there are no other on-site vacancies will be the first person at that school to receive an involuntary transfer.

The unit member with the least District seniority, within the reduced grade level, will be reassigned to the site vacancy. Reassignments by the site principal may still occur after this process.

Middle School:

The unit member with the least District wide seniority within a department designated to lose a staff member shall be the first person to receive an involuntary transfer provided he/she has the necessary credentials to fill another District vacancy.

b. Teachers to be involuntarily transferred shall be given the list of vacancies and will have the opportunity to meet with the administrator(s) who have positions to discuss the position before being formally offered the transfer. In the event the teacher does not obtain an assignment, the Director of Human Resources will determine the placement prior to the start of the voluntary transfer process and notify the unit member via District email. This decision will be final.

c. A unit member who is to be involuntarily transferred shall be given the reasons for the impending transfer in confidence and shall be informed by the Director of Human Resources before the transfer is made public.

d. An involuntary transfer shall not result in the loss of District wide seniority or any fringe benefit to unit members.

e. The District shall make every reasonable attempt to exempt a unit member from successive involuntary transfers.

f. The District will make an effort to assist a unit member who has been involuntarily transferred to make such a move.

g. When a unit member is transferred or moved from one site to another, the District shall supply boxes and transport materials to the new site.

h. The unit member being transferred will received one (1) day's pay at the unit member's daily rate to make the move.

25.5 Voluntary Transfers

a. Teachers desiring to participate in the voluntary transfer process must apply within the posting window and meet the requirements in 25.4 b and c. No outside hires will occur until teachers have had the opportunity to apply for a voluntary transfer.

b. Teachers requesting a voluntary transfer who have any Needs to Improve or Unsatisfactory areas on their prior evaluation, are on an Improvement Plan

or who have documented disciplinary concerns in their personnel file will require the approval of the Director of Human Resources to be eligible for a transfer.

c. Request for transfer by probationary Unit Members shall be considered only at the discretion of the Director of Human Resources.

d. Postings:

School Year: All vacancies will be dated and posted at each school site, emailed to the unit member's District email account and posted at the District office for five school days.

Summer: Vacancies that occur during the summer will be posted for five business days at the district office and on the district web page. All teachers will be notified by District email.

e. Open positions will not automatically be filled by a voluntary transfer request. Unit members interested in a vacancy will submit an Interview Form to the HR office. Unit members will submit their qualifications and experience related to the vacancy, in writing, to the administrator at the time of the interview.

f. Interviews will be conducted by the site and/or District administrator. The District will attempt to have a site unit member of the administrator's choice participate in the interviews.

g. The interview process will:

- use the designated interview form and standard questions, additional questions may be added by the administrator and must be asked of all unit members interviewed

- consider the educational needs of the District and/or affected school site

- consider the unit member's qualifications and experience

h. If a unit member is denied a voluntary transfer, he/she may request the reason in writing.

i. If there are two or more competing applicants and the interview ratings are equal, the unit member with the greatest length of District seniority will be selected to fill the vacancy.

25.6 Reconfiguration

Special circumstances may cause the need for large numbers of transfers of unit members. The District will identify positions to be affected. These circumstances may include, but are not limited to:

a. Opening a school: All positions, including Special Day Classes and support services personnel, are considered open. Positions will be filled through the applicable transfer processes such as involuntary transfers, administrative transfers and special education transfers.

b. Closing a school: Unit members affected will be considered involuntary transfers.

c. Major Program Changes (i.e., year-round school, magnet school) will follow the involuntary process.

d. Positions resulting from a reconfiguration which are new to a site shall be filled through the transfer process as described in this article. These positions may not be filled through reassignment of existing site personnel until the position has gone through the involuntary and voluntary transfer process one time.

e. Major Structural Changes (i.e., realignment of grade levels)

f. Positions resulting from a reconfiguration which are new to a site shall be filled through the transfer process as described in this article. These positions may not be filled through reassignment of existing site personnel until the position has gone through the involuntary and voluntary transfer process one time.

g. When site positions are to be reduced through reconfiguration, unit members at that site and grade level may opt to enter the involuntary transfer pool. Once unit members opt into the involuntary transfer process, they yield the right to their current position.

   If more unit members opt into the pool than needed, those unit members with the greatest district seniority will be selected.

   If not enough unit members opt into the pool, those unit members with the least district seniority will be selected.

25.7 Special Assignment

a. Special Assignments (i.e. Teacher on special Assignment "TOSA" shall be defined as a classroom teacher accepting the responsibility for a minimum

of one year and a maximum of two years outside of the classroom assignment.

b. The vacated position created by the special assignment will be considered a temporary position.

c. To be eligible for a special assignment, unit members must be permanent, certificated employees.

d. Termination of Special Assignment: If a teacher on special assignment, or the district, elects not to renew the position after one year, the unit member is entitled to their former classroom assignment. If their former position does not exist after one year, the unit member will be considered an involuntary transfer. If the unit member is on a special assignment for two years, they are entitled to a position in the district through the voluntary transfer process.

e. Evaluation: Unit members on special assignment shall be evaluated using the same procedure as is applied to full-time classroom unit members, pending the creating of a new evaluation tool. (evaluation committee work 17-18 school year).

25.8 Counselor Transfers

As defined in article 25.1 a. transfer is the movement of a unit member to a different school site. Counseling positions at a single site work site will follow Article 25.1. Counseling positions at more than one work site shall be considered as being transferred only when moved from one District-wide program to another.

As soon as practical, and under normal circumstances, not later than the week prior to the end of the last student day, all counselors shall receive written notification of the school, or schools to which they are assigned for the ensuing year.

25.9 Communication

No later than the first month of each school year, the District will share a summary of the transfers and vacancies filled with the PVEA President.

Article 26: Unit Member Legal Protections

The District will carry worker's compensation insurance to provide protection for unit members battered while in the course and scope of carrying out their assigned duties.

The District will carry liability insurance to provide protection for unit members against civil liability when acting solely within the scope of their duties, office or employment.

For purposes of this Article, unit members engaged in performing duties while on approved field trips or approved extra-curricular assignments shall be considered to be acting within the scope of their duties, office or employment.

Article 27: Special Education

Unless otherwise specifically modified by this article, all other provisions of this Agreement apply to special education staff.

27.1 Definitions/Terms:

a. Specialized Academic Instruction: Adapting as appropriate to the needs of the child with a disability the content, methodology or delivery of instruction to ensure access of the child to the general curriculum…" (34 CFR 300.39 (b) (3)). SAI is determined by the IEP team and is derived from assessment information, data collected, and goals/objectives developed in the student's area(s) of need.

b. Students with disabilities are to receive their education in chronologically age-appropriate, general education environment in the same public school as the students without disabilities in their neighborhood unless there is an educationally compelling reason why this cannot be accomplished. The presence of a disability, in and of itself, does not constitute an educationally compelling reason.

c. The District is mandated by the Individuals With Disabilities Act (IDEA) to provide a continuum of services that goes from Consult services to Residential Placement. Any decision to provide special education supports and services is determined by the IEP team using assessment information, data collected, and the development of goals/objectives. Other than the general education setting, educational supports and services may be provided in the following settings:

- Consultation services on a regular basis

- Resource Services – Student is assigned to a general education classroom and receives specialized academic instruction (SAI) through push-in and/or pull-out services

- Primary Learning Center: Student is assigned to a general education classroom and receives specialized academic instruction through integrated RTI and SAI services through a push-in and/or pull-out model

- Integration/Mainstreaming/Inclusive Practices program: Students who participate in the general education program (academic or non-academic) for at least a portion of the school day

- Co-Teaching/Unified Classroom is defined as two teachers, a general education teacher and a special education teacher, who work together to prepare, organize and implement instruction for a

class that includes students with disabilities in a general education setting

- Special day class setting: A student who demonstrates a need for SAI services for more than 49% of their day in a separate setting

27.2 Caseload: IEP management/Class Size/IASE Support

a. Education Specialists' (Resource teacher) caseload shall be 28:1, prorated for part time teachers. An elementary, K-8, or middle school Education Specialist or SAI teacher, whose caseload exceeds the maximum twenty-eight (28) students per Ed Code, and in which the district must submit the "Resource Specialist Caseload Waiver" will be compensated with a monthly stipend of $145 per student for the first two (2) students, and $300 for the next two (2) students. Middle School SAI teachers who sell a prep but do not case manage over twenty-eight (28) students, will receive compensation for bought prep, but not additional funds for caseload overages.

b. An Education Specialist in the RSP program may have a substitute teacher when he/she is absent or in an IEP meeting, just as the general education and SDC teachers. Detailed substitute plans must be provided.

c. Caseload adjustments shall be completed no later than the fifth (5th) student contact day. Caseloads shall be equally distributed at sites and across similar programs on the same site.

d. Caseload for a unit member less that 1.0 FTE will be adjusted proportionally according to their percentage (%) of assignment.

e. The District shall provide Instructional Assistants for special education classes. Assignments of instructional assistant positions are determined by the Director of Special Education, with input from the site administrator and special education teacher. The special education teacher may request that the instructional assistant staffing allocation by reviewed by the Director of Special Education and the site administrator.

f. While it is the District's intent to keep SAI classes at an effective ratio (as maximum class sizes could create unforeseen staffing issues) if a case manager/SAI teacher's class exceeds the below recommended class size maximums, the site administrator, Director of Special Education, and staff can review class size and the additional need for support.

   1. Visually-Structured Program – elementary/middle school – 10-12 students with 1-2 instructional assistants special education (IASE) provided

   2. Behaviorally-Structured Program – elementary/middle school – 10-12 students with 1-2 instructional assistants special education (IASE) provided

3. Mild/Moderate SAI – 14-16 students with 1-2 instructional assistants special education (IASE) provided

4. Moderate/Severe – 8-10 students with 1-3 instructional assistants special education (IASE) provided

5. Co-taught programs – goal of 1/3 to 2/3 ratio (special education to general education students) 1-2 instructional assistants special education (IASE) provided

g. Whenever the ratio of students with IEPs in a general education classroom exceeds 30% of the overall class size, the site administrator shall meet with the general education teacher with seven (7) workdays of the request for such a meeting to develop a class support plan. Additional supports identified in the class support plan may include the following: rebalancing classes within the first twenty (20) days of school, redistribution of site special education staff, additional, trained staff support (such as, but not limited to IASE), additional prep time and/or elimination of non-teaching duties or obligations. Upon completion of developing the plan, it shall be implemented with thirty (30) workdays.

27.3 Release time/Planning time/Scheduling/IEP release time

a. SAI teachers in self-contained classrooms and those teaching basic core curriculum classes at the secondary level shall have the same amount of preparation time as general education teachers at the corresponding grade level/grade span. If an elementary SAI teacher's caseload includes any student in grades 4-5, that teacher shall receive the same amount of release time as general education teachers in grades 4-5.

b. Push-in/pull-out SAI teachers shall arrange their schedules to allow for a scheduled recess and lunch break, equivalent to general education teachers at the corresponding grade level/grade spans, and shall submit the proposed schedule to the site administrator for approval.

c. Special Education Teachers may request release time for the purposes of IEP writing, report writing, academic assessments, progress monitoring, and student consultation. Requests are to be communicated to the site administrator(s) and the Director of Special Education with an explanation of need and are subject to approval by the Director of Special Education.

d. Teachers whose number of annual duty days are extended for the purpose of planning and implementing program supports will be compensated at the regular daily rate. Additional hours during the school year will be compensated at the established hourly rate (see Article 20).

e. The District will provide release time for unit members responsible to attend IEP meeting and substitutes may be requested if needed. Although

attempts will be made to schedule IEP meetings outside of the unit member's prep time, unit members may be required to plan for and attend IEP meetings during their prep time as a "school related function" defined in Article 7.2g and 7.12a.

f. Consistent with Education Code, unit members whose duties would be impacted by an IEP, shall be provided the opportunity to participate in the review and development of the IEP.

27.4 General

a. On the first day of placement, the student's case manager shall provide a copy of the student's IEP to the general education teacher(s) to whose class the student is assigned or rostered. These documents shall be printed or emailed and provided to the general education teacher.

27.5 New Special Education Program (Co-Taught/Inclusive Practices/Primary Learning Center)

a. Effective July 1, 2024, a $2,500 annual stipend shall be paid to general education teachers who work in a co-taught or unified classroom.

b. Effective January 1, 2025, a $1,000 stipend shall be paid to general education Inclusive Practice teachers in grades 3-5 at Rancho Rosal. This stipend shall sunset as a reduction in students placed in regionalized programs continues over the next several school years. The stipend shall sunset as follows:

1. 3rd grade - June 30, 2026
2. 4th grade - June 30, 2027
3. 5th grade - June 30, 2028

c. Effective January 1, 2025, a $1,000 stipend shall be paid to middle school general education teachers who work in a co-taught classes for one period. If more than one period is taught, an additional $500 will be paid for each period.

d. Twenty (20) hours of paid planning/prep time, outside of the workday, at the teacher hourly rate of $55/hr. shall be provided for general education and special education teachers in the co-taught, unified and inclusive practices classrooms. Teachers may elect to use one (1) full day of sub release time four (4) times per year in lieu of ten (10) paid planning hours if they prefer.

e. Whenever practical, co-taught and inclusive practices classrooms will not be considered for combination classes and middle school co-taught teachers will be provided with a common preparatory period for the purposes of co-planning and collaboration.

d. Inclusive practices classrooms (including re-rostered students from an SDC setting with more than 51% of their day in the general education setting) may have one (1) instructional assistant special education (IASE) during push-in time, based on student need and in consultation with the school site team and existing site staff.

g. Site administrators and the Director of Special Education will seek input via the site staff interest survey and the special education staff survey before assigning co-teaching classes. Teachers will be notified of their co-teaching assignments as soon as possible.

27.6 Special Education Staff Transfers/Reassignments

a. The Director of Special Education in conjunction with the Director of Human Resources will staff the District and shall follow the same procedures as outlined in Article 25.

b. For the purposes of transfer, the entire Special Education staff of the District shall be considered as the Pleasant Valley School District Special Education Group. The Pleasant Valley School District Special Education Group is comprised of all RSP, SDC, Speech & Language Pathologists, Psychologists and Nurses.

c. The Director of Special Education shall have the ability to make staffing decisions for the Pleasant Valley School District Special Education Group based upon district needs, demonstrated skills and in collaboration with site administration. Movement within the Pleasant Valley School District Special Education Group to accommodate placement of unit members for the coming year will be accomplished before announcing any vacancies for voluntary and involuntary transfers. A reassigned unit member shall be given written reasons for the reassignment, if requested. Reassignments shall not be punitive or disciplinary in nature and shall be based on the educational needs of the school.

d. Unit members interested in changing their site assignment should notify the Director of Special Education for consideration. This notification may be verbal or in writing. The Director of Special Education shall seek information/input from the special education staff annually regarding assignments prior to reassignments and transfer postings when possible.

e. If more than one person requests reassignment to the same vacant position, the Interview Process shall be used for reassignment of the unit member(s).

f. Reassigned unit member may request written reasons for the reassignment.

g. Openings which occur when additional positions become available within the Pleasant Valley School District Special Education Group through restructuring of the unit or due to added positions, or other vacancy in the District shall be posted and filled in accordance with the rules for transfer in Article 25. The interview process shall be used for placement of unit members within the Pleasant Valley School District Special Education Group when more than one group member has requested to be placed in a vacant position.

h. A unit member who has been reassigned due to the elimination of a position shall have a right to return to that position should that position be reinstated prior to the beginning of the school year, thus nullifying the reassignment.

27.7 Speech and Language Pathologists

a. One (1) hour a week of clerical time shall be provided for each full-time (FTE) Speech and Language Pathologist.

b. Speech and Language Pathologist (SLP) Caseload: SLP caseloads shall not exceed an average of 55:1 speech students for TK-8th grades and 40:1 for preschool (prorated for part-time employees).

c. Speech and Language Pathologists will be paid at 1.14 times placement on the Teacher/Nurse salary schedule. Their workday shall be 6.5 hours, exclusive of lunch period.

d. For time required to perform job-related duties outside of contract hours (i.e. summer assessments, services for SLPs on leave, etc.), SLPs will be paid at their regular daily rate, and if paid hourly, the rate will be divided by the actual workday hours. Hours outside of contract hours such as attendance at professional development, committee work or informational meetings shall be paid at the hourly rate of $55/hr.

e. Unit members who are not teachers (i.e. SLPs) and are asked to cover an elementary class, shall be compensated the daily sub rate, on a prorated basis, when covering a class.

d. Unit members who are not teachers (i.e. SLPs) and are asked to cover a middle school class, shall be compensated in accordance with the hourly rate set forth in Article 20.

e. SLPs who are split between more than one site shall not be placed on the duty schedule.

27.8 School Psychologists

a. The District will have a goal of psychologist to student ratio of 1:750.

b. Psychologists may be assigned/reassigned to balance caseloads.

c. The evaluator for psychologists shall receive input from the unit member's site administrator(s) for the written evaluation and observation reports.

d. The school psychologist shall be paid 1.3 times placement on the Teacher/Nurse salary schedule. Their site workday shall be 6.75 hours; however, there may be days where psychologists are required to work a 7-hour day for parent meetings, etc. (exclusive of a forty-five (45) minute lunch).

e. For time required to perform job-related duties outside of contract hours (i.e. summer assessments, covering for other psychologists, etc.), psychologists will be paid at their regular daily rate, and if paid hourly, the rate will be divided by the actual workday hours. Hours outside of contract hours such as attendance at professional development, committee work or informational meetings shall be paid at the hourly rate of $55/hr.

f. If a psychologist will be unable to work for more than two (2) consecutive weeks, the District will make a good faith effort within two (2) days to hire a substitute psychologist to cover duties. The substitute psychologist will be paid at the regular psychologist daily rate or their agency rate.

g. Psychologists and all other unit members with additional assignments or workdays above the 184 day teacher/nurse calendar shall schedule their additional workdays with their supervisor and/or administrator. The proposed work calendar must be submitted to the Director of Certificated Human Resources by July 1st of the school year for approval.

27.9 Preschool Program (PEEP – mild/mod and mod/severe)

a. Preschool program teachers will have classes Monday through Friday.

b. IEP teams will determine the level of service needed, as informed by assessments and IEP goals in 2-day a week, 3-day a week or 5-day a week service delivery model options.

c. Mild/Mod preschool programs will offer two, two and a half hour sessions daily.

d. Mod/Severe preschool programs will offer two, two and a half hour sessions 5-days per week (as described above).

1. Should the need arise where TK students in a mod/sever setting are combined with a preschool class, the co-taught TK program shall support students during push-in times so that staff may take mandated breaks. IASE support will be provided.

e. Mild/Mod and Mod/Severe preschool teachers will have twelve (12) full day non-student days through the year. When the Instructional assistants' calendars include these days, and when not required to attend training, IASEs shall be available to the preschool teacher to support planning and prep. While these days are not exclusively designed to hold IEPs, IEPs may be held when necessary based on parent/guardian and teacher availability and the need to meet statutory deadlines.

f. As co-teaching and inclusive practices continue to be developed at all levels in education, the District shall work collaboratively with the preschool team members as soon as practically possible to support recruitment of typical peers for the program.

APPENDIX A

Salary Schedule Teacher/Nurse 2026-27

Step			Column III BA up to 44	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP			CL3	CL4	CL5
1			$64,053	$65,213	$68,833
2			$65,081	$68,299	$72,594
3			$65,472	$71,372	$75,673
4			$70,326	$74,619	$78,898
5			$73,396	$77,699	$81,977
6			$76,483	$80,778	$85,065
7			$79,575	$83,856	$88,144
8			$82,654	$86,944	$91,235
9			$85,993	$90,292	$94,603
10			$89,082	$93,368	$97,688
11			$92,163	$96,478	$100,762
12			$95,730	$100,045	$104,383
13			$97,645	$102,046	$106,471
The following include anniversary increments as described in Article 20: Starting year 14 through year 19, anniversary increments of $525 per year. From year 20, the rate increases to $600 per year.					
14			$98,170	$102,571	$106,996
15			$98,695	$103,096	$107,521
16			$99,220	$103,621	$108,046
17			$99,745	$104,146	$108,571
18			$100,270	$104,671	$109,096
19			$100,795	$105,196	$109,621
20			$101,395	$105,796	$110,221
21			$101,995	$106,396	$110,821
22			$102,595	$106,996	$111,421
23			$103,195	$107,596	$112,021
24			$103,795	$108,196	$112,621
25			$104,395	$108,796	$113,221
26			$104,995	$109,396	$113,821
27			$105,595	$109,996	$114,421
28			$106,195	$110,596	$115,021
29			$106,795	$111,196	$115,621
30			$107,395	$111,796	$116,221
31			$107,995	$112,396	$116,821
32			$108,595	$112,996	$117,421
33			$109,195	$113,596	$118,021
34			$109,795	$114,196	$118,621
35			$110,395	$114,796	$119,221
36			$110,995	$115,396	$119,821
37			$111,595	$115,996	$120,421
38			$112,195	$116,596	$121,021
39			$112,795	$117,196	$121,621
40			$113,395	$117,796	$122,221
Effective October 1, 2025 under Benefits Article 20.23: The District contributes $12,100 per year towards a Single Party Plan, $19,700 towards the Two Party Plan and $25,850 for the Family Plan. Article 20.15: Master's Stipend $500 per year/Master's and Doctorate Stipend: $1,000 per year					

Salary Schedule Teacher Mild/Mod 2026-27

Step			Column III BA up to 44	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP			CL3	CL4	CL5
1			$71,228	$72,388	$76,008
2			$72,256	$75,474	$79,769
3			$72,647	$78,547	$82,848
4			$77,501	$81,794	$86,073
5			$80,571	$84,874	$89,152
6			$83,658	$87,953	$92,240
7			$86,750	$91,031	$95,319
8			$89,829	$94,119	$98,410
9			$93,168	$97,467	$101,778
10			$96,257	$100,543	$104,863
11			$99,338	$103,653	$107,937
12			$102,905	$107,220	$111,558
13			$104,820	$109,221	$113,646
The following include anniversary increments as described in Article 20: Starting year 14 through year 19, anniversary increments of $525 per year. From year 20, the rate increases to $600 per year.					
14			$105,345	$109,746	$114,171
15			$105,870	$110,271	$114,696
16			$106,395	$110,796	$115,221
17			$106,920	$111,321	$115,746
18			$107,445	$111,846	$116,271
19			$107,970	$112,371	$116,796
20			$108,570	$112,971	$117,396
21			$109,170	$113,571	$117,996
22			$109,770	$114,171	$118,596
23			$110,370	$114,771	$119,196
24			$110,970	$115,371	$119,796
25			$111,570	$115,971	$120,396
26			$112,170	$116,571	$120,996
27			$112,770	$117,171	$121,596
28			$113,370	$117,771	$122,196
29			$113,970	$118,371	$122,796
30			$114,570	$118,971	$123,396
31			$115,170	$119,571	$123,996
32			$115,770	$120,171	$124,596
33			$116,370	$120,771	$125,196
34			$116,970	$121,371	$125,796
35			$117,570	$121,971	$126,396
36			$118,170	$122,571	$126,996
37			$118,770	$123,171	$127,596
38			$119,370	$123,771	$128,196
39			$119,970	$124,371	$128,796
40			$120,570	$124,971	$129,396
Effective October 1, 2025 under Benefits Article 20.23: The District contributes $12,100 per year towards a Single Party Plan, $19,700 towards the Two Party Plan and $25,850 for the Family Plan. Article 20.15: Master's Stipend $500 per year/Master's and Doctorate Stipend: $1,000 per year					

Salary Schedule Teacher Mod/Sev 2026-27

Step			Column III BA up to 44	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP			CL3	CL4	CL5
1			$76,353	$77,513	$81,133
2			$77,381	$80,599	$84,894
3			$77,772	$83,672	$87,973
4			$82,626	$86,919	$91,198
5			$85,696	$89,999	$94,277
6			$88,783	$93,078	$97,365
7			$91,875	$96,156	$100,444
8			$94,954	$99,244	$103,535
9			$98,293	$102,592	$106,903
10			$101,382	$105,668	$109,988
11			$104,463	$108,778	$113,062
12			$108,030	$112,345	$116,683
13			$109,945	$114,346	$118,771
The following include anniversary increments as described in Article 20: Starting year 14 through year 19, anniversary increments of $525 per year. From year 20, the rate increases to $600 per year.					
14			$110,470	$114,871	$119,296
15			$110,995	$115,396	$119,821
16			$111,520	$115,921	$120,346
17			$112,045	$116,446	$120,871
18			$112,570	$116,971	$121,396
19			$113,095	$117,496	$121,921
20			$113,695	$118,096	$122,521
21			$114,295	$118,696	$123,121
22			$114,895	$119,296	$123,721
23			$115,495	$119,896	$124,321
24			$116,095	$120,496	$124,921
25			$116,695	$121,096	$125,521
26			$117,295	$121,696	$126,121
27			$117,895	$122,296	$126,721
28			$118,495	$122,896	$127,321
29			$119,095	$123,496	$127,921
30			$119,695	$124,096	$128,521
31			$120,295	$124,696	$129,121
32			$120,895	$125,296	$129,721
33			$121,495	$125,896	$130,321
34			$122,095	$126,496	$130,921
35			$122,695	$127,096	$131,521
36			$123,295	$127,696	$132,121
37			$123,895	$128,296	$132,721
38			$124,495	$128,896	$133,321
39			$125,095	$129,496	$133,921
40			$125,695	$130,096	$134,521
Effective October 1, 2025 under Benefits Article 20.23: The District contributes $12,100 per year towards a Single Party Plan, $19,700 towards the Two Party Plan and $25,850 for the Family Plan. Article 20.15: Master's Stipend $500 per year/Master's and Doctorate Stipend: $1,000 per year					

Salary Schedule Psychologist 2026-27

Step			Column III BA up to 44	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP			CL3	CL4	CL5
1			$83,269	$84,777	$89,484
2			$84,607	$88,788	$94,372
3			$85,113	$92,784	$98,374
4			$91,424	$97,004	$102,568
5			$95,416	$101,009	$106,571
6			$99,429	$105,010	$110,584
7			$103,447	$109,013	$114,587
8			$107,450	$113,026	$118,606
9			$111,792	$117,379	$122,985
10			$115,807	$121,379	$126,994
11			$119,811	$125,422	$130,990
12			$124,449	$130,059	$135,698
13			$126,938	$132,662	$138,412
The following include anniversary increments as described in Article 20: Starting year 14 through year 19, anniversary increments of $525 per year. From year 20, the rate increases to $600 per year.					
14			$127,463	$133,187	$138,937
15			$127,988	$133,712	$139,462
16			$128,513	$134,237	$139,987
17			$129,038	$134,762	$140,512
18			$129,563	$135,287	$141,037
19			$130,088	$135,812	$141,562
20			$130,688	$136,412	$142,162
21			$131,288	$137,012	$142,762
22			$131,888	$137,612	$143,362
23			$132,488	$138,212	$143,962
24			$133,088	$138,812	$144,562
25			$133,688	$139,412	$145,162
26			$134,288	$140,012	$145,762
27			$134,888	$140,612	$146,362
28			$135,488	$141,212	$146,962
29			$136,088	$141,812	$147,562
30			$136,688	$142,412	$148,162
31			$137,288	$143,012	$148,762
32			$137,888	$143,612	$149,362
33			$138,488	$144,212	$149,962
34			$139,088	$144,812	$150,562
35			$139,688	$145,412	$151,162
36			$140,288	$146,012	$151,762
37			$140,888	$146,612	$152,362
38			$141,488	$147,212	$152,962
39			$142,088	$147,812	$153,562
40			$142,688	$148,412	$154,162
Effective October 1, 2025 under Benefits Article 20.23: The District contributes $12,100 per year towards a Single Party Plan, $19,700 towards the Two Party Plan and $25,850 for the Family Plan. Article 20.15: Master's Stipend $500 per year/Master's and Doctorate Stipend: $1,000 per year					

Salary Schedule Counselor 2026-27

Step			Column III BA up to 44	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP			CL3	CL4	CL5
1			$76,865	$78,256	$82,602
2			$78,099	$81,956	$87,111
3			$78,566	$85,648	$90,809
4			$84,391	$89,540	$94,676
5			$88,077	$93,239	$98,371
6			$91,780	$96,933	$102,078
7			$95,488	$100,624	$105,771
8			$99,185	$104,332	$109,484
9			$103,193	$108,350	$113,524
10			$106,896	$112,041	$117,224
11			$110,596	$115,773	$120,913
12			$114,875	$120,055	$125,259
13			$117,173	$122,457	$127,764
The following include anniversary increments as described in Article 20: Starting year 14 through year 19, anniversary increments of $525 per year. From year 20, the rate increases to $600 per year.					
14			$117,698	$122,982	$128,289
15			$118,223	$123,507	$128,814
16			$118,748	$124,032	$129,339
17			$119,273	$124,557	$129,864
18			$119,798	$125,082	$130,389
19			$120,323	$125,607	$130,914
20			$120,923	$126,207	$131,514
21			$121,523	$126,807	$132,114
22			$122,123	$127,407	$132,714
23			$122,723	$128,007	$133,314
24			$123,323	$128,607	$133,914
25			$123,923	$129,207	$134,514
26			$124,523	$129,807	$135,114
27			$125,123	$130,407	$135,714
28			$125,723	$131,007	$136,314
29			$126,323	$131,607	$136,914
30			$126,923	$132,207	$137,514
31			$127,523	$132,807	$138,114
32			$128,123	$133,407	$138,714
33			$128,723	$134,007	$139,314
34			$129,323	$134,607	$139,914
35			$129,923	$135,207	$140,514
36			$130,523	$135,807	$141,114
37			$131,123	$136,407	$141,714
38			$131,723	$137,007	$142,314
39			$132,323	$137,607	$142,914
40			$132,923	$138,207	$143,514
Effective October 1, 2025 under Benefits Article 20.23: The District contributes $12,100 per year towards a Single Party Plan, $19,700 towards the Two Party Plan and $25,850 for the Family Plan. Article 20.15: Master's Stipend $500 per year/Master's and Doctorate Stipend: $1,000 per year					

Salary Schedule Speech Language Pathologist
2026-27

Step			Column III BA up to 44	Column IV BA + 45 BA +40+MA	Column V BA + 60 BA + 50+MA
STEP			CL3	CL4	CL5
1			$73,020	$74,343	$78,470
2			$74,194	$77,860	$82,756
3			$74,637	$81,365	$86,267
4			$80,172	$85,064	$89,945
5			$83,673	$88,577	$93,454
6			$87,191	$92,086	$96,975
7			$90,716	$95,596	$100,484
8			$94,226	$99,114	$104,009
9			$98,031	$102,933	$107,848
10			$101,554	$106,441	$111,364
11			$105,067	$109,986	$114,868
12			$109,132	$114,052	$118,997
13			$111,315	$116,332	$121,376
The following include anniversary increments as described in Article 20: Starting year 14 through year 19, anniversary increments of $525 per year. From year 20, the rate increases to $600 per year.					
14			$111,840	$116,857	$121,901
15			$112,365	$117,382	$122,426
16			$112,890	$117,907	$122,951
17			$113,415	$118,432	$123,476
18			$113,940	$118,957	$124,001
19			$114,465	$119,482	$124,526
20			$115,065	$120,082	$125,126
21			$115,665	$120,682	$125,726
22			$116,265	$121,282	$126,326
23			$116,865	$121,882	$126,926
24			$117,465	$122,482	$127,526
25			$118,065	$123,082	$128,126
26			$118,665	$123,682	$128,726
27			$119,265	$124,282	$129,326
28			$119,865	$124,882	$129,926
29			$120,465	$125,482	$130,526
30			$121,065	$126,082	$131,126
31			$121,665	$126,682	$131,726
32			$122,265	$127,282	$132,326
33			$122,865	$127,882	$132,926
34			$123,465	$128,482	$133,526
35			$124,065	$129,082	$134,126
36			$124,665	$129,682	$134,726
37			$125,265	$130,282	$135,326
38			$125,865	$130,882	$135,926
39			$126,465	$131,482	$136,526
40			$127,065	$132,082	$137,126
Effective October 1, 2025 under Benefits Article 20.23: The District contributes $12,100 per year towards a Single Party Plan, $19,700 towards the Two Party Plan and $25,850 for the Family Plan. Article 20.15: Master's Stipend $500 per year/Master's and Doctorate Stipend: $1,000 per year					

Memorandum of Understanding between the Pleasant Valley School District And Pleasant Valley Education Association

The Pleasant Valley School District ("District", "PVSD") and Pleasant Valley Education Association (PVEA) enter into this Memorandum of Understanding (MOU) and mutually agree as follows:

Certificated Counselors and Transfers (25-26 for 26-27)

- Currently there are three (3) employees in temporary counseling positions in PVSD due to the funding sources of said positions. Each of the three (3) employees in these positions shall be offered a probationary contract effective upon ratification of this agreement. The District has designated ongoing funding for these positions in an amount equivalent to 0.8% - 0.9% raise to ongoing compensation for all employees. This range varies based on the benefits package selected by the three (3) aforementioned employees.
- Unless a vacancy occurs, for the 2026-2027 school year, the majority of counselors shall remain in positions with part of their assignment at a school site that they served during the 2025-26 school year. The exception is the one previously temporarily funded position that has been reassigned to a new site. The purpose of this language is to maximize continuity of services at school sites by a single counselor.
- In the event a vacancy occurs prior to August 19, 2026, and in a non-precedent setting manner, the position that is being vacated shall be filled in this order:
    1. The vacancy shall be flown via email to current counselors.
    2. If two or more counselors apply for the vacancy, the counselor with the most district seniority shall be granted the transfer.
    3. If no counselors apply for the vacancy, then the district shall post the position to all certificated unit members via email and current voluntary transfer language.

4. If after five (5) business days, no current unit members with the appropriate credentials apply for the position, the District will post the position out of the district.

- Counselors currently serving during the 2025-26 school year in positions with staggered schedules for Child Care and/or Expanded Learning Opportunities (ELO) programs, will be required to set regular schedules that provide availability for services before and after the typical school day. This schedule will not exceed the negotiated 7.5 hours counselor workday. Counselors shall have the ability to flex their work hours based on mutual agreement.
- Parties mutually agree that all counselors in the district should have access to all counseling positions in the district. The parties mutually agree that during the contract negotiations in the 2026-27 school year that the parties will negotiate an updated process for counseling transfers and the filling of vacant counseling positions such that all counseling positions with similar credentialing and skill requirements will be treated similarly.

Staff Development Day

Article 7.17 describes additional pay for a Staff Development Day limited to the duration of the Arts, Music, and Instructional Materials Discretionary Block Grant (AMIMDBG). AMIMDBG funding is expiring. For the 2026-27 school year both the calendared Staff Development Day and the limited-term 0.545% salary increase for the work day will remain in effect, funded with other resources of one-time funds. The parties mutually agree to discuss an ongoing calendar increase to 185 work days during the 2026-27 contract negotiations.

One-Time Funds Designation for Teacher Prep Day

Article 7.17 describes additional pay for a teacher prep day limited to the duration of the Arts, Music, and Instructional Materials Discretionary Block Grant (AMIMDBG). AMIMDBG funding is expiring. For the 2026-27 school year the limited term 0.545% salary increase related to the teacher prep day shall remain on the salary schedule, funded

with other resources of one-time funds. As a reminder, the teacher prep day is not calendared. Teachers have discretion over what non-calendared work day time they will use to prepare their classroom.

One-Time Funds for TK-3 Teacher Prep Days

Article 7.2 (g)(1) provides for five (5) half-days of release time annually for TK-3rd grade teachers, funded with the Arts, Music, and Instructional Materials Discretionary Block (AMIMDBG). AMIMDBG funding is expiring. For the 2026-27 school year the district will identify other one-time resources to fund the five (5) half-days of release time for TK-3rd grade teachers. The parties mutually agree to consider sustainable funding sources for the five (5) half-days of release time during the 2026-27 contract negotiations. The option to receive payment for the days in lieu of usage shall expire at the end of the 2025-26 school year, pursuant to Article 20.20

Evaluation Rubric Development

The parties mutually agree, via the subcommittee structure, to develop a rubric or like tool to better define how members can earn a mark of exemplary on an overall evaluation. This work will be conducted during the 2026-27 contract negotiations. The subcommittee recommendation will be subject to review and approval by the negotiations teams prior to adoption.

KaBurchell 2·3·26	2-3-26
Katie Burchell — Date	Tara Matheson — Date
Asst. Superintendent, Certificated HR	PVEA, President
2/3/26	2·3·26
Chris Johnston — Date	Gina Knoll — Date
Asst. Superintendent, Business Services	PVEA, Negotiations Chair

Memorandum of Understanding between the
Pleasant Valley School District
And
Pleasant Valley Education Association
Regarding Security Cameras

The Pleasant Valley School District ("District", "PVSD") and Pleasant Valley Education Association ("PVEA") enter into this Memorandum of Understanding (MOU) and mutually agree as follows:

This agreement sets forth the parties' agreed-upon parameters for, and impacts of, additional security cameras being installed on school facilities and in school district vehicles.

The parties agree as follows:

- The purpose of security cameras is to protect students, staff, and District assets and support a safe learning and working environment.
- Security cameras will be focused on areas where a camera can provide a safety and security benefit: school entrances, parking lots, hallways, buses, high traffic areas, etc.
- Security cameras will not be used to monitor designated staff break areas.
- Signage will be conspicuously posted at District locations to indicate the presence of security cameras.
- The District will not use security camera footage to supervise, monitor, or evaluate bargaining unit member's regular work duty performance.
- The District will not use video footage or audio recordings to determine promotions or transfers
- Outside of emergency situations, audio recording will only be enabled on school bus / transportation vehicle cameras and cameras used for front-office check-in / "buzz-in". All other cameras will be operated for video recording only.

- The District will not use video footage or audio recordings to discipline or evaluate employees except in the circumstance when video or audio recordings prove that an employee engaged in conduct which endangers others, engaged in potential criminal or illegal activity, or violated PVSD Board policy.
- The District will not employ facial recognition software on employees or share video or audio data with any artificial intelligence databases. If facial recognition software is embedded into any camera systems purchased by the district those features shall be disabled.
- Security camera footage shall be retained for at least 14 days, unless software or hardware limitations or failures prevent retention.
- Outside of emergency situations, access to security camera footage is for internal District purposes and will only be released to outside parties as required by court order, and as needed by law enforcement.
- During emergency situations law enforcement will be able to actively monitor video and audio feeds.
- When video footage needs to be reviewed, as detailed in this agreement, initially video footage and audio recordings will only be available to the PVSD Cabinet members, director-level management, school site principals, the supervisor of transportation, and the technology services staff members assigned to supporting the camera systems. Principals shall not monitor video feeds for the purpose of supervising or issuing discipline to bargaining unit members. If a discipline investigation of a bargaining unit member requires the review of video footage by a site principal, a director shall be involved in the video review process.
- The District will develop a process for reviewing video and audio recordings that will document review requests and will ensure adherence to this agreement. If initial review demonstrates the basis for potential disciplinary action of a staff member, the unit member subject to disciplinary action and the unit member's designated representative shall be notified and have the opportunity to review the video/audio recording prior to meeting

on the matter. In non-emergency situations, if video or audio recordings specifically related to a unit member's actions are legally required to be released to an outside party, the unit member and unit member's designated representative shall be notified in writing prior to the release.

- If any provision of this agreement is deemed unenforceable or contrary to law, the remainer of the agreement shall remain in full effect.

KaBurchell 2·3·26

Katie Burchell Date
Asst. Superintendent, Cert. Human Resources

2-3-26

Tara Matheson Date
PVEA President

2/3/26

Chris Johnston Date
Asst. Superintendent, Business Services

2·3·26

Gina Knoll Date
PVEA Bargaining Chari

APPENDIX B

Certificated Self-Assessment

Pleasant Valley School District

Date:_____

Teacher:_____ Grade/Subject:_____

Direction: Upon reflection of each standard, indicate where on the continuum you see yourself professionally.

CSTP 1: Engaging and Supporting All Students in Learning

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher begins incorporating basic knowledge of students' backgrounds into lesson planning. The teacher's efforts to engage students through their identities are intermittent and focused at the group level.	The teacher increasingly seeks information about students' cultural, linguistic, and personal backgrounds to inform planning and create more relevant learning experiences supporting individualized and equitable participation.	The teacher consistently uses detailed knowledge of each student's assets and needs to design culturally and linguistically responsive and identity-affirming learning experiences. The teacher utilizes a variety of evidence-based approaches to plan and implement student-centered learning experiences and support systems for student access and active participation.	The teacher integrates comprehensive insights about students into all aspects of curriculum development. The teacher creates learning opportunities that reflect and actively explore student identities to increase intrinsic motivation. The teacher creates a classroom community where each student has choices and experiences active and equitable participation in learning and success.	The teacher plans and implements advanced, research-based approaches that affirm students' identity. The teacher creates, implements and sustains curricular innovations that center student identities and strengthen each student's intrinsic motivation.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher learns about students' assets and needs through documents provided by the school and district assessments.	The teacher elicits information from students about their interests and identities. The teacher recognizes each student's cultural, linguistic, and social-emotional assets and needs. The teacher solicits additional information from educational partners, including caregivers and service providers.	The teacher regularly collects formal and informal student data to create learning opportunities that draw on students' interests, experiences, culture, and linguistic assets to support active engagement for every student.	The teacher consistently integrates student voice, feedback, and cultural assets into all aspects of learning and uses evidence-based engagement strategies that leverage students' assets and addresses their diverse needs.	The teacher designs engagement methods that support culturally and linguistically sustaining teaching based on the comprehensive knowledge of every student. The teacher effectively addresses complex social-emotional needs through innovative practices.

Element 1C: Student Background and 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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher learns about students' assets and needs through documents provided by the school and district assessments.	The teacher recognizes and leverages family insights to enrich student learning experiences.	The teacher enhances engagement strategies to effectively utilize families' diverse economic, social, and cultural backgrounds.	The teacher consistently engages families with a deep understanding of their diverse contexts, enhancing educational support tailored to each student.	The teacher establishes strong partnerships with families, effectively integrating their unique cultural and community contexts into supportive educational strategies.

Element 1D: Diversity and 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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher learns about students' assets and needs through documents provided by the school and district assessments.	The teacher acknowledges the need to incorporate elements of students' diverse backgrounds and identities in lesson planning and interactions. The teacher seeks opportunities to establish positive relationships.	The teacher actively seeks to understand students' diverse experiences, assets, and needs, incorporating these insights into teaching practices and establishing and maintaining positive relationships with each student.	The teacher purposefully integrates students' unique cultural and linguistic experiences into teaching practices. The teacher uses evidence-based strategies to ensure equitable access and positive outcomes for each student. The teacher recognizes their own explicit and implicit biases.	The teacher deepens culturally and linguistically responsive teaching methods that respect and utilize students' diverse backgrounds, strengths, and needs, promoting an inclusive and affirming classroom culture. The teacher implements strategies and tools to counter personal biases and inequitable practices.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher recognizes their role in creating an inclusive learning environment and implements basic safety and respect norms.	The teacher takes ownership in building a safe, equitable, and mutually respectful learning environment. The teacher models, teaches, and practices skills to support the development of positive student interactions.	The teacher anticipates and reduces risks to physical, intellectual, and emotional safety. The teacher creates and facilitates opportunities for constructive interactions with and among students in an inclusive learning environment.	The teacher nurtures students' capacities by co-creating a physically, intellectually, and emotionally safe learning environment. The teacher fosters the intellectual and emotional safety of all students by monitoring their language and behavior.	The teacher shares responsibility with the students for maintaining a mutually respectful, supportive, and challenging learning environment that results in each student's academic and social–emotional growth.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher begins to use knowledge of students' backgrounds to establish high expectations, norms, and procedures for individual and group behavior.	The teacher co-creates developmentally appropriate norms, procedures, and supports for respectful individual and group conduct. The teacher recognizes the underlying causes of behavior, including social-emotional needs.	The teacher models and reinforces evidence-based practices that include norms, procedures, and supports for respectful individual and group conduct and reflect the cultural values of the school community. The teacher employs culturally and linguistically responsive practices that reflect, affirm, and respect diversity to support students' sense of belonging and well-being.	The teacher implements evidence-based practices to respond to student behavior in an instructive and restorative manner. The teacher reflects an understanding of the social-emotional and developmental needs of students. The teacher facilitates productive interactions to create a climate where students take responsibility for their own and each other's well-being.	The teacher leads and sustains a system of collective responsibility that ensures students take an active role in upholding and promoting positive behavioral norms for themselves and the group.

Element 2C: Organizational and 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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher organizes time, materials, and space, focusing on fundamental health and safety procedures. The teacher addresses the basics of accessibility in digital and physical spaces.	The teacher develops strategies for resource organization across the classroom, improving support for in-person and remote learning. The teacher makes learning environments accessible and safe for all students.	The teacher manages all resources and coordinates logistics, including classroom schedules and support personnel, to ensure a safe, productive, and accessible learning environment for all students.	The teacher optimizes time, materials, and space, ensuring accessibility and safety. The teacher creates inclusive environments that support all students, accommodate students with exceptional needs, and are conducive to student interactions.	The teacher leads innovative practices in managing resources and logistics. The teacher develops solutions to enhance learning conditions for all students, including those with exceptional needs.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher begins to understand the value of identifying and incorporating students' assets, prior learning, and cultural backgrounds into classroom activities.	The teacher enhances their use of students' diverse cultural backgrounds, abilities, and assets by integrating these elements into learning activities. The teacher develops opportunities for students to practice social-emotional skills in developmentally appropriate ways.	The teacher consistently implements learning experiences that leverage students' diverse cultures, abilities, and assets. The teacher fosters an environment where students can reflect on, cultivate, and practice social-emotional skills.	The teacher anticipates variability and tailors learning opportunities to each student's unique assets, ensuring those experiences are accessible and challenging. The teacher supports students in expressing thoughtful and respectful feedback.	The teacher leads innovative practices that integrate student diversity, facilitating experiences that are culturally and linguistically sustaining. The teacher co-creates, develops, and sustains opportunities that showcase and utilize student assets.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning

Element 3A: Learning Environment - 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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher demonstrates a basic understanding of content standards, curricular frameworks, and students' academic, social-emotional, and language development.	The teacher identifies key concepts, themes, and relationships within standards while learning about students' strengths to foster their academic, social-emotional, and language development.	The teacher consistently identifies, organizes, and teaches key concepts while actively learning about students' assets to intentionally promote social-emotional and language development.	The teacher combines various instructional strategies, assessments, and student support systems to teach key concepts, underlying themes, and relationships that foster holistic student development.	The teacher thoughtfully implements instructional strategies, assessments, student support systems, and structures. The teacher seeks feedback to foster diverse perspectives and relationships, enhancing student learning.

Element 3B: Connect Subject Matter to Real World Contexts - Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher demonstrates a basic understanding of involving students in real-world applications and utilizing their unique backgrounds, perspectives, and identities.	The teacher incorporates real-world applications and students' backgrounds, perspectives, and identities into learning experiences.	The teacher consistently involves students in real-world applications. The teacher leverages their diverse backgrounds, perspectives, and identities to ensure authentic, relevant, and meaningful learning experiences.	The teacher combines culturally and linguistically responsive practices to involve students in real-world applications, leveraging their diverse backgrounds, perspectives, and identities for an enriched learning experience.	The teacher enhances and innovates the learning experience by incorporating culturally and linguistically sustaining practices to involve students in authentic, real-world applications.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher demonstrates a basic understanding of the diverse range of learners, including their strengths, assets, and needs.	The teacher sometimes uses instruction and resources to address the assets, strengths, and needs of student groups in single lessons.	The teacher consistently tailors instruction and resources to address the unique assets, strengths, and needs of student groups, including those with more complex requirements, fostering the growth of each student.	The teacher creates a cohesive learning environment that provides equitable access to content and resources for all learners, addressing their strengths, assets, and needs to promote holistic growth.	The teacher enhances the learning experience by incorporating inclusive practices, materials, and resources involving each student so they develop into self-directed learners who access and engage with curriculum and peers.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher demonstrates a basic understanding of enabling students to apply knowledge and skills across content areas.	The teacher utilizes learning experiences that enable students to apply knowledge and skills across different subjects to identify issues and solutions.	The teacher consistently elevates learning experiences with targeted support for students to apply knowledge and skills across content areas, engage with the subject matter, and think critically across disciplines to solve problems.	The teacher fosters a learning environment where real-world problems and new learning extend student critical thinking through reflection and collaborative problem-solving.	The teacher cultivates learning experiences beyond traditional methods, providing students with the resources to identify and solve complex issues, resulting in dynamic learning environments that foster creativity, innovation, and interdisciplinary understanding.

Element 3E: Curriculum and Resources for Specific Students and Student Groups - 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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher demonstrates a basic understanding of using standards-aligned instructional materials and evidence-based resources accessible to some students.	The teacher uses instructional resources that consider the range of learners to enhance accessibility.	The teacher consistently chooses, utilizes, and modifies standards-aligned instructional resources responsive to students' cultural and linguistic backgrounds and social-emotional needs.	The teacher combines a range of standards-aligned instructional resources to promote a cohesive and inclusive learning environment responsive to each student's cultural, linguistic, and social-emotional learning needs.	The teacher advances the learning experience by integrating culturally and linguistically sustaining practices and resources that foster self-directed learners who can effectively utilize diverse resources to meet their content, linguistic, and social-emotional learning needs.

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

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher understands the necessity to tailor instructional plans according to student goals, curriculum, evidence-based strategies, materials, resources, and student diversity.	The teacher sometimes uses students' backgrounds and experiences when planning lessons, utilizing appropriate resources and strategies.	The teacher consistently leverages students' diverse backgrounds, prior knowledge, and individual experiences to craft instructional plans tailored to their strengths, assets, and learning needs.	The teacher combines instructional strategies, assessment methods, and student support systems to develop a thorough instructional plan rooted in students' goals, strengths, assets, and learning needs.	The teacher advances instructional planning by incorporating student-centered practices, materials, and resources, fostering continuous improvement in support of each student's learning.

Element 4B: Designing and Developing Instruction for Student Learning - Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher plans individual lessons, selecting instructional practices and curricular resources suitable for the grade or subject matter.	The teacher employs instructional practices and curricular resources to meet the needs of diverse students.	The teacher consistently leverages a range of culturally and linguistically responsive instructional practices and curricular resources in ongoing planning and learning experiences for each student.	The teacher combines and refines a wide array of culturally and linguistically responsive instructional practices and curricular resources into ongoing planning to leverage each student's strengths, assets, and backgrounds.	The teacher expands, synthesizes, and designs culturally and linguistically sustaining instructional practices and curricular resources to foster student-centered learning experiences.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher understands the need to use instructional strategies that build on students' knowledge and skills to advance their learning.	The teacher sometimes employs instructional strategies that build on students' knowledge and skills.	The teacher employs a range of culturally and linguistically responsive strategies to monitor and adjust instruction in response to students' knowledge, skills, well-being, and success.	The teacher uses a combination of culturally and linguistically responsive strategies and assessments to monitor and adjust to students' demonstrated learning strengths, assets, and needs.	The teacher enhances the learning experience by incorporating culturally and linguistically sustaining student-centered practices, materials, and resources that are engaging and provide a variety of ways for students to demonstrate their learning.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher plans learning activities that address students' assets, strengths, and needs.	The teacher employs instructional practices that are modified and scaffolded to leverage students' assets and strengths and meet their needs.	The teacher consistently reflects on instructional practices and adapts the levels of support to address students' assets, strengths, and needs effectively.	The teacher combines various instructional strategies and assessment methods to inform targeted support to meet the students' assets, strengths, and needs.	The teacher extends the learning experience by incorporating flexible and inclusive pathways, processes, and interventions that maximize student engagement.

CSTP 5: Assessing Students for Learning

Element 5A: Understanding and Using Assessment - 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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher develops basic knowledge of assessment types, administers required assessments, and provides feedback to students.	The teacher expands the use of performance tasks, aligns assessments to learning outcomes, and informally assesses academic and social–emotional skills.	The teacher uses multiple aligned methods to assess individual and group learning, incorporates student self-assessment, and selects bias-free, equitable, and culturally and linguistically responsive assessments.	The teacher strategically designs assessments for comprehensive data, empowers student self-assessment, and consistently selects equitable and unbiased assessments responsive to all students' needs.	The teacher collaborates in schoolwide assessment design and refinement. The teacher implements innovative strategies for deeper insights. The teacher models effective use of self-assessment and student agency. The teacher advocates for bias-free, equitable, and culturally and linguistically responsive assessments.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher checks for understanding, makes basic adjustments, and follows established grading practices. The teacher provides student feedback based on understanding checks.	The teacher systematically checks for understanding, explores equitable grading practices, uses data to differentiate instruction, and explores the use of technology for progress monitoring.	The teacher uses multiple data sources to differentiate instruction, implements equitable grading and reporting practices, develops culturally and linguistically responsive learning plans, and uses technology to monitor student progress.	The teacher integrates varied data for targeted learning experiences, collaborates with colleagues on equitable grading and differentiated learning plans, and leverages technology for enhanced monitoring of student progress.	The teacher collaborates in schoolwide data analysis for equitable planning, advocates for culturally and linguistically responsive grading and reporting practices, models data-driven, differentiated planning, and strategically leverages technology for monitoring student progress.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher involves students in basic goal-setting, discusses assessments with students, and shares results with families and guardians. The teacher complies with data-sharing laws and policies.	The teacher explores student self-assessment and goal-setting. The teacher facilitates conversations about strengths and opportunities for growth with students, families, and guardians. The teacher collaborates with specialists and peers to interpret results for diverse learners. The teacher complies with data-sharing laws and policies.	The teacher involves students in self-assessment and goal-setting, provides options to revise work and demonstrate growth, engages students in understanding assessment results, and communicates regularly with families and guardians. The teacher works with specialists and peers to support all learners. The teacher complies with data-sharing laws and policies.	The teacher empowers students to own their learning through self-assessment and goal-setting. The teacher facilitates students' deep understanding of assessment data and its impact. The teacher collaborates extensively with specialists, peers, families, and guardians. The teacher complies with data-sharing laws and policies.	The teacher collaborates in schoolwide efforts in student-driven assessment, employs effective strategies to communicate results, and builds strong partnerships with specialists, peers, families, and guardians to support student growth. The teacher advocates for the ethical use of data.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher utilizes basic methods to collect and analyze progress data to guide curricular choices.	The teacher employs a variety of methods, including digital tools, to collect and analyze progress data and feedback to monitor and improve learning.	The teacher leverages a variety of methods and data sources to construct comprehensive records of student progress. The teacher collaborates with other professionals to analyze data to promote equitable outcomes.	The teacher collaborates with other professionals to create balanced, equitable assessment systems and engage in comprehensive data analysis to address learning needs and guide the allocation of resources. The teacher leverages digital tools to monitor and report progress to leaders, families, and guardians.	The teacher promotes a schoolwide data culture of continuous improvement. The teacher advocates alongside families and guardians for equity-focused refinements to the instructional program based on assessment data. The teacher empowers families and guardians to be data partners.

CSTP 6: Developing as a Professional Educator

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher understands the importance of reflection on teaching practice and their social-emotional competencies and is developing skills for ongoing reflection.	The teacher reflects on practice and competencies, identifying strengths and areas for growth. The teacher considers their impact on student learning.	The teacher consistently reflects on practice, social-emotional competencies, and impact on each student's learning and well-being. The teacher analyzes successes and challenges to determine next steps. The teacher examines personal attitudes and biases.	The teacher engages in ongoing, in-depth reflection to improve practice and effectiveness. The teacher carefully examines how their biases influence student outcomes. The teacher reflects on personal ethics related to underserved students.	The teacher models highly effective, consistent reflective practice, supports colleagues in developing reflective skills, leads efforts to examine and address biases, and exemplifies a strong personal code of ethics to guide equitable teaching.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher uses the CSTP to set basic professional goals based on limited reflection and feedback. The teacher participates in required professional learning.	The teacher uses the CSTP, reflection, and feedback to create relevant professional goals. The teacher engages in professional learning focused on evidence-based content and pedagogy.	The teacher uses the CSTP and feedback to set challenging goals aligned with continuous growth needs. The teacher chooses active, ongoing learning experiences that support progress for every student and begins collaborative learning among peers.	The teacher uses the CSTP, reflection, and feedback to set strategic goals for improvement. The teacher engages in targeted peer observation and feedback. The teacher pursues professional learning to deepen cultural and linguistic responsiveness and anti-bias capabilities.	The teacher models continuous growth and strategic goal-setting using the CSTP. The teacher helps shape professional learning offerings to meet student needs. The teacher consistently applies culturally and linguistically sustaining practices and anti-bias approaches. The teacher leads peer learning initiatives.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher engages in limited collaboration with colleagues and infrequently seeks out or applies feedback.	The teacher works with colleagues to begin sharing practices in a safe environment. The teacher is open to receiving and applying feedback from others.	The teacher proactively collaborates to share effective practices. The teacher invites and acts on feedback. The teacher takes responsibility for upholding standards and improving student outcomes. The teacher co-develops communities of practice.	The teacher facilitates highly effective communities of practice focused on agreed-upon student learning goals. The teacher consistently interacts with a range of staff to develop expertise in diverse learning needs.	The teacher builds a strong culture of collaboration, sharing practices, and collective responsibility for student learning. The teacher leads interactions with a range of staff to leverage diverse expertise.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher listens to families, guardians, and community partners.	The teacher learns about community assets and needs and begins identifying support services with families and partners.	The teacher consistently engages with families, guardians, and partners to understand assets and needs. The teacher supports coordinating services, learning experiences, and enrichment opportunities. The teacher supports school, family, and community partnerships.	The teacher facilitates regular, in-depth collaboration with a range of educational partners. The teacher aligns in-school and out-of-school services and enrichment. The teacher participates in developing meaningful, specialized learning plans.	The teacher establishes systems for ongoing community engagement and coordination. The teacher ensures learning plans incorporate insights from all relevant experts. The teacher advocates for resources and partnerships to support student growth and well-being.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher performs duties as directed. The teacher interacts respectfully with students and adults. The teacher learns and complies with laws protecting student rights and safety, including the legal and ethical use of technology.	The teacher performs all required duties. The teacher interacts respectfully and supportively with the school community. The teacher complies with laws protecting student rights and safety, including the legal and ethical use of technology.	The teacher proficiently performs duties. The teacher consistently demonstrates respectful interactions. The teacher collaboratively implements individualized accommodations and modifications. The teacher complies with laws protecting student rights and safety, including the legal and ethical use of technology.	The teacher models ethical behavior, integrity, and professionalism in all interactions. The teacher models the implementation of accommodations and modifications. The teacher proactively supports others in understanding and adhering to laws, policies, and responsibilities, including the legal and ethical use of technology.	The teacher supports others to demonstrate the highest ethics, integrity, and professionalism standards. The teacher supports others to personalize accommodations and modifications. The teacher advocates for students' rights and needs. The teacher collaborates to strengthen policies and practices, including legal and ethical use of technology.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher acknowledges personal biases and recognizes some systemic barriers. The teacher reflects on student data to promote equitable outcomes. The teacher understands the need for a climate of trust, respect, and honest communication to make decisions for students.	The teacher begins to address personal biases as barriers to equity and access. The teacher uses student data and current research to promote equitable outcomes. The teacher establishes a climate of trust, respect, and honest communication to make decisions for students.	The teacher engages in practices to minimize personal and systemic biases as barriers to equity and access. The teacher applies student data and current research to promote equitable outcomes. The teacher sustains a climate of trust, respect, and honest communication to make decisions for students.	The teacher consistently works to eliminate personal and systemic biases. The teacher collaborates with others to address barriers to equity and access. The teacher reinforces a climate of trust by modeling honest communication to make fair, equitable decisions. Collaborates with others to integrate research to promote equitable outcomes.	The teacher collaboratively addresses and eliminates educational disadvantages and discrimination with a focus on equity. The teacher integrates research to promote equitable student outcomes. The teacher builds strong partnerships to address systemic barriers and create structures for equity in the classroom.

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.				
Emerging	**Exploring**	**Applying**	**Integrating**	**Innovating**
The teacher is aware of the need for basic self-care practices. The teacher participates in professional learning. The teacher establishes relationships with school staff members.	The teacher engages in intermittent self-care to manage stress and well-being. The teacher participates in professional learning aligned with learning goals. The teacher builds positive relationships with school staff members. The teacher begins to utilize the knowledge base of the professional community.	The teacher utilizes self-care practices to manage stress and well-being. The teacher selects professional learning to enhance teaching practice. The teacher cultivates staff relationships and actively engages with the professional community.	The teacher consistently balances self-care with professional demands. The teacher actively pursues professional learning to continually improve practice and leadership skills. The teacher models productive staff relationships and contributes to the knowledge base of the professional community.	The teacher models effective self-care and work-life balance. The teacher models a growth mindset by pursuing leadership roles and responsibilities. The teacher collaboratively maintains a positive, resilient staff culture. The teacher advances the knowledge of the profession through educational leadership.

Goal Setting Form
Pleasant Valley School District

Teacher: _____ Conference Date: _____

School Site: _____ Grade/Subject: _____

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Standard	Goal	Evidence

_____ _____

Teacher's Signature Date Evaluator's Signature Date

Observation Date: _____

Observation Elapsed Time: _____

Site: _____

Teacher Performance Observation

Teacher: _____ Grade/Subject: _____

Teacher goals:

Lesson Description/Objectives:

Key/Rating Scale:

E – Exemplary*: exemplifies the standard
P – Proficient: at expected standards, qualities and growth
NI – Needs Improvement: not consistent with standards
NO – Not Observed: did not observe, not present

**An exemplary rating during an observation is to be interpreted as exemplary during the specific observation or lesson and not necessarily a rating of exemplary for the teacher's overall performance.*

California Teaching Standards

E	P	NI	NO	**Standard 1** – Engaging and Supporting All Students in Learning **Definition:** 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.
				1A – Focus on Students
				1B – Knowledge of Students
				1C – Student Backgrounds and Family Engagement
				1D – Diversity and Equity
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Standard 2 - Creating and Maintaining Effective Environments for Student Learning** Definition: 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.
				2A - Learning Environment
				2B - Student Behavior
				2C - Organizational and Resource Management
				2D - Inclusive Environment
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Standard 3 - Understanding and Organizing Subject Matter for Student Learning** **Definition:** Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social-emotional knowledge and skills required to become competent and resourceful learners.
				3A - Knowledge of Subject Matter and Pedagogy
				3B - Connective Subject Matter to Real-World Contexts
				3C - Curriculum Resources for Specific Students and Student Groups
				3D - Content and Skills Across Subjects
				3E - Curriculum Materials and Resources
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Standard 4 - Planning Instruction and Designing Learning Experiences for All Students** **Definition:** Teachers set 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.
				4A - Planning Instruction for Students
				4B - Designing and Developing Instruction for Student Learning
				4C - Facilitating Instruction for Student Learning
				4D - Adapting Instruction for Student Learning
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Standard 5 - Assessing Students for Learning** **Definition:** Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor students' progress as well as to guide their own students' actions to improve learning experiences and outcomes.
				5A - Understanding and Using Assessments
				5B - Interpreting and Using Assessment Data to Inform Student Learning
				5C - Communication of Assessment Data
				5D - Assessment for Continuous Improvement
Evidence/Impact/Next Steps:				

Standards listed below may not have been directly observed during this observation. The ratings below should be interpreted as the evaluator's ratings of the teacher's overall development as a professional educator up to this point of the evaluation cycle. The final evaluation will include an overall rating from formal and informal observations of practice throughout the entire evaluation cycle.

E	P	NI	NO	**Standard 6 - Developing as a Professional Educator** **Definition:** Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.
				6A - Reflection on Practice
				6B - Focused Professional Learning
				6C - Collaboration with Colleagues
				6D - Collaboration with Families, Guardians, and the Community
				6E - Ethical Conduct and Professional Responsibilities
				6F - Activating Access and Equity
				6G - Personal Growth and Well-Being
Evidence/Impact/Next Steps:				

Notes from conference:

Teacher Signature: _____ Evaluator Signature: _____

date date

Pleasant Valley School District Teacher Walkthrough Form

This walkthrough form is goal-aligned for Classroom Learning Environment and Management (CSTP 2)

Teacher Name: _____

Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Teacher's Goal (s):

EVALUATOR OBSERVATIONS	
☐ Teacher fosters the intellectual and emotional safety of all students by monitoring their language and behavior, maintaining a mutually respectful and supporting learning environment.	☐ Teacher manages all resources and coordinates logistics, including classroom schedules and support personnel, to ensure a safe, productive, and accessible learning environment for all students.
☐ Teacher employs culturally and linguistically responsive practices that reflect, affirm, and respect diversity to support students' sense of belonging and well-being.	☐ Teacher anticipates variability and tailors learning opportunities to each student's unique assets, ensuring those experiences are accessible.
☐ Teacher implements evidence-based practices to respond to student behavior in an instructive and restorative manner.	☐ Teacher creates inclusive environments that support all students, accommodate students with exceptional needs, and are conducive to student interactions.
☐ Teacher ensures students take an active role in upholding and promoting positive behavioral norms.	☐ Teacher implements learning experiences that leverage students' diverse cultures, abilities and assets.
☐ Teacher optimizes time, materials, and space, ensuring accessibility and safety.	☐ Teacher supports students in expressing thoughtful and respectful feedback.
☐ Other:	☐ Other:

Evidence/Impact/Next Steps:

Evaluator Signature: _____ Teacher's Signature: _____

Pleasant Valley School District Teacher Walkthrough Form

This walkthrough form is goal-aligned for Assessment and Feedback Practices (CSTP 5)

Teacher Name: _____

Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Teacher's Goal (s):

EVALUATOR OBSERVATIONS	
☐ Teacher empowers student self-assessment and selects equitable and unbiased assessments responsive to all students' needs.	☐ Teacher strategically leverages technology for monitoring student progress.
☐ Teacher implements innovative strategies for deeper insights.	☐ Teacher facilitates students' deep understanding of assessment data and its impact.
☐ Teacher systematically checks for understanding.	☐ Teacher leverages a variety of methods and data sources to construct comprehensive records of student progress.
☐ Teacher integrates varied data for targeted learning experiences.	☐ Teacher promotes a culture of continuous improvement.
☐ Other:	☐ Other:

Evidence/Impact/Next Steps:

Evaluator Signature: _____ Teacher's Signature: _____

Pleasant Valley School District Teacher Walkthrough Form

This walkthrough form is goal-aligned for Instructional Strategies and Rigorous Learning Experiences (CSTPs 1, 3 and 4)

Teacher Name: _____

Grade(s)/Subject Area(s): _____ Date: _____

Evaluator Name: _____

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Teacher's Goal (s):

EVALUATOR OBSERVATIONS	
☐ Teacher creates learning opportunities that reflect and actively explore student identities to increase intrinsic motivation.	☐ Teacher organizes and implements instructional strategies, assessments, student support systems, and intentionally promotes social-emotional growth and language development.
☐ Teacher creates a classroom community where each students has choices and experiences active and equitable participation in learning and success.	☐ Teacher fosters a learning environment that extends student critical thinking through reflection and collaborative problem- solving, fostering creativity and innovation.
☐ Teacher integrates student voice, feedback, and cultural assets into all aspects of learning and uses evidence-based engagement strategies that leverage students' assets and addresses their diverse needs.	☐ Teacher provides equitable access to content and resources for all learners, addressing their strengths and assets by incorporating inclusive practices, materials, and resources.
☐ Teacher ensures students take an active role in upholding and promoting positive behavioral norms.	☐ Teacher provides a variety of ways for students to demonstrate their learning.
☐ Teacher deepens culturally and linguistically responsive teaching methods that respect and utilize students' diverse backgrounds, strengths, and needs, promoting and inclusive and affirming classroom culture.	☐ Teacher combines a range of standards-aligned instructional resources to promote a cohesive and inclusive learning environment responsive to each student's cultural, linguistic and social-emotional learning needs.
☐ Teacher combines various instructional strategies, assessment methods, and student support systems to develop a thorough instructional plan and targeted support to meet students' goals, strengths, assets, and learning needs.	☐ Teacher combines culturally and linguistically responsive practices to involve students in real-world applications, leveraging their diverse backgrounds, perspectives, and identities for an enriched learning experience.
☐ Other:	☐ Other:

Evidence/Impact/Next Steps:

Evaluator Signature: _____ Teacher's Signature: _____

Final Teacher Evaluation
Pleasant Valley School District

Teacher: _____ Conference Date: _____

School Site: _____ Grade/Subject: _____

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Progress on Teacher's Goals

Evidence/Impact/Next Steps:

Goal 1:

Goal 2:

Goal 3:

California Standards for the Teaching Profession (CSTPs)	**E**	**P**	**NI**	**U**
1. Engaging and Supporting All Students in Learning				
2. Creating and Maintaining Effective Environments For Student Learning				
3. Understanding and Organizing Subject Matter For Student Learning				
4. Planning Instruction and Designing Learning Experiences For All Students				
5. Assessing Students for Learning				
6. Developing as a Professional Educator				
Overall Evaluation				

Performance Rating Scale: Exemplary: exemplifies the standard; Proficient: at expected standards, qualities, growth; Needs Improvement: not consistent with standards; Unsatisfactory: not meeting standards

Administrator's Evaluative Summary:

Summarize the degree of attainment pertaining to the CTSPs. Per Education Code §44662, the evaluator will include the following:

☐ Instructional techniques and strategies ☐ Establishment/maintenance of a suitable learning environment

☐ Adherence to curricular objectives ☐ Performance reasonably related to student progress toward State & Board standards

Overall Comments/Recommendations:

Re-employment Recommendation: ☐ Retain ☐ Retain with Performance Improvement Plan

Evaluation Cycle: ☐ Annually ☐ Two Year Cycle ☐ Three Year Cycle ☐ Four Year Cycle ☐ Five Year Cycle

_____ _____

Evaluator's Signature Date Teacher's Signature Date

Note: The final evaluation shall be signed and dated within ten days of receipt of evaluation report. Teacher signature indicates acknowledgment of receipt of evaluation document, but not necessarily agreement. This document will be placed in your personnel file. You have ten business days from the date you have received this document to review and comment before it is placed in your file. Any written reply should be sent to the Human Resources Office and will be attached to this document when it is placed in your personnel file.

Goal Setting Form
Pleasant Valley School District

Psychologist: _____ Conference Date: _____

School Site: _____ Site/Assignment: _____

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Standard	Goal	Evidence

_____ _____

Psychologist's Signature Date Evaluator's Signature Date

Observation Date: _____

Observation Elapsed Time: _____

Site: _____

Psychologist Performance Observation

Psychologist: _____ Grade Levels Served:_____

Psychologist goals:

Observed Session/Activity:

Key/Rating Scale:

E – Exemplary*: exemplifies the standard
P – Proficient: at expected standards, qualities and growth
NI – Needs Improvement: not consistent with standards
NO – Not Observed: did not observe, not present

**Exemplary ratings should be interpreted as the evaluator's ratings of the psychologist's overall development as a professional up to this point of the evaluation cycle. The final evaluation will include an overall rating from formal and informal observations of practice throughout the entire evaluation cycle.*

The following five (5) professional standards have been selected from the ten (10) identified domains of the National Association of School Psychologist's (NASP) Practice Model.

Professional Standards

E	P	NI	NO	**Domain 1 – Data-Based Decision Making** Definition: School psychologists understand and utilize assessment methods for identifying strengths and needs; for developing effective interventions, services, and programs; and for measuring progress and outcomes within a multitiered system of supports. School psychologists use a problem-solving framework as the basis for all professional activities. School psychologists systematically collect data from multiple sources as a foundation for decision making at the individual, group, and system levels, and consider ecological factors (e.g., classroom, family, and community characteristics) as a context for assessment and intervention.
				Conduct assessments to determine students' need for services, including eligibility for special education, and to provide information relevant to the development of individual service plans.
				Collect and analyze data from multiple sources to understand students' needs and to select and implement evidence-based instructional and mental and behavioral health interventions.
				Incorporate various techniques for collection, measurement, and analysis of data; accountability; and the use of technological resources in the evaluation of services at the individual, group, and/or systems levels.
				Use data to monitor academic, social, emotional, and behavioral progress; to measure student response; to evaluate the effectiveness of interventions; and to determine when to modify or change an intervention.
				Provide support for classroom teachers, school staff, and other stakeholders in collecting, analyzing, and interpreting universal screening and progress monitoring data to inform decision making about the instructional, behavioral, and social–emotional needs of students.
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Domain 2 – Consultation and Collaboration** Definition: School psychologists understand varied models and strategies of consultation and collaboration applicable to individuals, families, groups, and systems, as well as methods to promote effective implementation of services. As part of a systematic and comprehensive process of effective decision making and problem solving that permeates all aspects of service delivery, school psychologists demonstrate skills to consult, collaborate, and communicate effectively with others.
				Use a consultative problem-solving process as a vehicle for planning, implementing, and evaluating academic and mental and behavioral health services.
				Effectively communicate information verbally and in writing for diverse audiences, such as parents, teachers, school personnel, policy makers, community leaders, and others.
				Consult and collaborate with educational professionals at the individual, family, group, and systems levels, carefully considering the viewpoints of all parties involved when making decisions.
				Consult and collaborate with professionals within and across disciplines to share resources and improve practices.
				Apply psychological and educational principles necessary to enhance collaboration and achieve effectiveness in provision of services.
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Domain 4 – Mental and Behavioral Health Services and Interventions** Definition: School psychologists understand the biological, cultural, developmental, and social influences on mental and behavioral health; behavioral and emotional impacts on learning; and evidence-based strategies to promote social–emotional functioning. School psychologists, in collaboration with others, design, implement, and evaluate services that promote resilience and positive behavior, support socialization and adaptive skills, and enhance mental and behavioral health.
				Integrate behavioral supports and mental health services with academic and learning goals for children. Using data, they identify students who may require individualized support and provide a continuum of developmentally appropriate and culturally responsive mental and behavioral health services, including individual and group counseling, behavioral coaching, classroom and school-wide social–emotional learning programs, positive behavioral supports, and parent education and support. This may include attention to issues such as the development of adaptive skills, life skills, and personal safety awareness.
				Demonstrate an understanding of the impact of trauma on social, emotional, and behavioral functioning and, in collaboration with others, work to implement practices to reduce the effects of trauma on learning and behavior.
				Use culturally responsive and developmentally appropriate assessment techniques to identify emotional and behavioral disabilities. They use assessment data to select and implement evidence-based mental and behavioral health interventions.
				Develop and implement positive behavioral supports at the individual, group, classroom, school, and district levels that demonstrate the use of appropriate ecological and behavioral approaches (e.g., positive reinforcement, social skills training, restorative justice practices, and positive psychology) to promote effective student discipline practices and classroom management strategies.
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Domain 6 – Services to Promote Safe and Supportive Schools** Definition: School psychologists understand principles and research related to social–emotional well-being, resilience, and risk factors in learning, mental and behavioral health, services in schools and communities to support multitiered prevention and health promotion, and evidence-based strategies for creating safe and supportive schools. School psychologists, in collaboration with others, promote preventive and responsive services that enhance learning, mental and behavioral health, and psychological and physical safety and implement effective crisis prevention, protection, mitigation, response, and recovery.
				Provide services that foster a positive school climate and use their expertise to build and enhance relationships that lead to greater school connectedness for students, staff, families, and communities.
				Contribute to safe and supportive school environments by recognizing and addressing risk and protective factors that are vital to understanding and addressing systemic problems such as school failure, student disengagement, chronic absenteeism, school dropout, bullying, substance abuse, youth suicide and self-harm, and school violence. They take steps to promote prevention strategies and the development of protective factors that build resiliency.
				Support monitoring for early indicators of risk, work to provide effective consultation and intervention services to ameliorate student risk, and promote positive learning and mental health trajectories for all students.
				Participate in school crisis response teams and use data-based decision-making methods, problem-solving strategies, consultation, collaboration, and direct services in the context of crisis prevention, protection, mitigation, response, and recovery.
				In collaboration with other professionals, engage in crisis intervention, conduct comprehensive suicide and/or threat assessments for students who are identified as at risk, and design interventions to address mental and behavioral health needs.
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Domain 10 – Legal, Ethical, and Professional Practice** Definition: School psychologists have knowledge of the history and foundations of school psychology; multiple service models and methods; ethical, legal, and professional standards; and other factors related to professional identity and effective practice as school psychologists. School psychologists provide services consistent with ethical, legal, and professional standards; engage in responsive ethical and professional decision making; collaborate with other professionals; and apply professional work characteristics needed for effective practice as school psychologists, including effective interpersonal skills, responsibility, adaptability, initiative, dependability, technological competence, advocacy skills, respect for human diversity, and a commitment to social justice and equity.
				Practice in ways that are consistent with ethical, professional, and legal standards and regulations.
				Engage in effective, collaborative, and ethical professional relationships.
				Seek and use professional supervision, peer consultation, and mentoring for effective practice.
				Access, evaluate, and use information sources and technology in ways that safeguard and enhance the quality of services, security of confidential information, and responsible record keeping.
				Assist administrators, teachers, other school personnel, and parents/guardians in understanding and adhering to legislation and regulations relevant to general and special education services.
Evidence/Impact/Next Steps:				

Notes from conference:

Psychologist Signature: _____ Evaluator Signature: _____

date date

Final Psychologist Evaluation
Pleasant Valley School District

Psychologist: _____ Conference Date: _____

School Site/Assignment: _____

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Progress on Psychologist's Goals

Evidence/Impact/Next Steps:

Goal 1:

Goal 2:

Goal 3:

Professional Standards	**E**	**P**	**NI**	**U**
Domain 1: Data-Based Decision Making				
Domain 2: Consultation and Collaboration				
Domain 4: Mental and Behavioral Health Services and Interventions				
Domain 6: Services to Promote Safe and Supportive Schools				
Domain 10: Legal, Ethical, and Professional Practice				
Overall Evaluation				

Performance Rating Scale: Exemplary: exemplifies the standard; Proficient: at expected standards, qualities, growth; Needs Improvement: not consistent with standards; Unsatisfactory: not meeting standards

Evaluator's Evaluative Summary:

Summarize the degree of attainment pertaining to the five domains selected for the NASP Practice model.

Overall Comments/Recommendations:

Re-employment Recommendation: ☐ Retain ☐ Retain with Performance Improvement Plan

Evaluation Cycle: ☐ Annually ☐ Two Year Cycle ☐ Three Year Cycle ☐ Four Year Cycle ☐ Five Year Cycle

_____ _____

Evaluator's Signature Date Psychologist's Signature Date

Note: The final evaluation shall be signed and dated within ten days of receipt of evaluation report. Teacher signature indicates acknowledgment of receipt of evaluation document, but not necessarily agreement. This document will be placed in your personnel file. You have ten business days from the date you have received this document to review and comment before it is placed in your file. Any written reply should be sent to the Human Resources Office and will be attached to this document when it is placed in your personnel file.

Goal Setting Form: Counselor
Pleasant Valley School District

Counselor: _____ Conference Date: _____

School Site(s):_____

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Standard	Goal	Evidence

_____ _____

Counselor's Signature Date Evaluator's Signature Date

Counselor Midyear Reflection

Completed by school counselor

Counselor:_____

Site(s):_____

Date completed:_____

Counselor will complete this form and submit to evaluator(s) as part of the midyear evaluation process. Evaluator will complete the counselor midyear evaluation form after receipt of this document and schedule a conference.

Counselor determined goals:
1. 2.
Administrator determined goal:
3.

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.
- ELEMENT 1B: REFLECTIVE & ETHICAL PRACTICE - Effective school counselors emphasize the importance of upholding ethical mandates and developing a critical 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.
- 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.

Example observational settings: Counseling collaboration meetings, District or school-based committees, CST meetings, 504 meetings, professional development trainings, etc.

Counselor self-rating		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Counselor evidence of this standard:

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.
- ELEMENT 2B: COMPREHENSIVE MENTAL HEALTH SERVICES FOR IDENTIFIED STUDENTS - 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.
- 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.

Example observational settings: CSTs meeting, Community Circles, 504 meetings, attendance counseling session, behavior team meeting, crisis response team, mental health collaboration meeting, etc.

Counselor self-rating		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Counselor evidence of this standard:

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.
- 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.
- 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.

  Example observational settings: Academic counseling session, college and career readiness events/meetings, 504 meetings, CST meetings, SEL lesson, behavior team meeting, etc.

Counselor self-rating		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Counselor evidence of this standard:

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.
- ELEMENT 4B: DATA INFORMED DECISION MAKING - Effective school counselors utilize data to inform decision-making and drive improvements in student outcomes.
- 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.

Example observational settings: CST meeting, parent/teacher conference, 504 meeting, SARB support, school attendance team meeting, student leadership activities, data meetings, behavior team meetings, etc.

Counselor self-rating		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Counselor evidence of this standard:

Standard 5: 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.
- ELEMENT 5B: CONSULTATION - Effective school counselors engage with consultees (parent, teacher, administrator, etc.) with the primary objective of fostering positive change in students.
- 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)).

Example observational settings: Counseling collaboration meetings, parent/teacher conferences, school behavior team/mental health support meetings, community-based collaboration referral, CST meetings, 504 meetings, professional development training and meetings, intern coaching sessions, etc.

Counselor self-rating		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Counselor evidence of this standard:

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.
- 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.
- 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.

Example observational settings: Attendance team meetings, wellness center, school behavior team/mental health support coordination meetings, campus visibility and student connectedness opportunities

Counselor self-rating		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Counselor evidence of this standard:

Counselor report of progress on goals:

Progress on Goal 1

Progress on Goal 2

Progress on Goal 3

Counselor Signature: _____ Date: _____

Counselor Midyear Conference

Completed by Evaluator

Counselor:_____

Site(s):_____

Conference Date:_____

Evaluator(s) will complete this form after counselor provides the counselor midyear reflection form. This form will be reviewed at a midyear conference. Additional information or next steps will be discussed at the conference.

Counselor determined goals:
1. 2.
Administrator determined goal:
3.

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.
- ELEMENT 1B: REFLECTIVE & ETHICAL PRACTICE - Effective school counselors emphasize the importance of upholding ethical mandates and developing a critical 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.
- 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.

Example observational settings: Counseling collaboration meetings, District or school-based committees, CST meetings, 504 meetings, professional development trainings, etc.

Evaluator(s) Feedback		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Evaluator(s) Comments:

Next Step or additional information (if needed - use observation form)

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.
- ELEMENT 2B: COMPREHENSIVE MENTAL HEALTH SERVICES FOR IDENTIFIED STUDENTS - 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.
- 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.

Example observational settings: CSTs meeting, Community Circles, 504 meetings, attendance counseling session, behavior team meeting, crisis response team, mental health collaboration meeting, etc.

Evaluator(s) Feedback		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Evaluator(s) Comments:

Next Step or additional information (if needed - use observation form)

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.
- 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.
- 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.

  Example observational settings: Academic counseling session, college and career readiness events/meetings, 504 meetings, CST meetings, SEL lesson, behavior team meeting, etc.

Evaluator(s) Feedback		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Evaluator(s) Comments:
Next Step or additional information (if needed - use observation form)

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.
- ELEMENT 4B: DATA INFORMED DECISION MAKING - Effective school counselors utilize data to inform decision-making and drive improvements in student outcomes.
- 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.

Example observational settings: CST meeting, parent/teacher conference, 504 meeting, SARB support, school attendance team meeting, student leadership activities, data meetings, behavior team meetings, etc.

Evaluator(s) Feedback		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Evaluator(s) Comments:

Next Step or additional information (if needed - use observation form)

Standard 5: 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.
- ELEMENT 5B: CONSULTATION - Effective school counselors engage with consultees (parent, teacher, administrator, etc.) with the primary objective of fostering positive change in students.
- 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)).

Example observational settings: Counseling collaboration meetings, parent/teacher conferences, school behavior team/mental health support meetings, community-based collaboration referral, CST meetings, 504 meetings, professional development training and meetings, intern coaching sessions, etc.

Evaluator(s) Feedback		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Evaluator(s) Comments:

Next Step or additional information (if needed - use observation form)

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.
- 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.
- 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.

Example observational settings: Attendance team meetings, wellness center, school behavior team/mental health support coordination meetings, campus visibility and student connectedness opportunities

Evaluator(s) Feedback		
Fully Implemented ☐	In Progress ☐	Not Yet Launched ☐

Evaluator(s) Comments:

Next Step or additional information needed:

Progress on Goals

Progress on Goal 1

Progress on Goal 2

Progress on Goal 3

Counselor's Signature: _____
Date

Evaluator's(s') Signature: _____
Date

Observation Date: _____

Observation Elapsed Time: _____

Site: _____

Counselor Performance Observation

Counselor: _____

Counselor goals:

Administrator goal:

This observation was conducted in the following setting/activity:

This observation focused on the following standard(s)- mark applicable boxes.

Standard 1	Standard 2	Standard 3	Standard 4	Standard 5	Standard 6

Key/Rating Scale:

E – Exemplary*: exemplifies the standard
P – Proficient: at expected standards, qualities and growth
NI – Needs Improvement: not consistent with standards
NO – Not Observed: did not observe, not present

**An exemplary rating during an observation is to be interpreted as exemplary during the specific observation or lesson and not necessarily a rating of exemplary for the counselor's overall performance. Specifically for Standard 1: Professional School Counselor Development, a rating of exemplary should be interpreted as the evaluator's ratings of the counselor's overall development up to this point of the evaluation cycle. The final evaluation will include an overall rating from formal and informal observations of practice throughout the entire evaluation cycle.*

Counseling Standards

E	P	NI	NO	**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.
				1A – Leadership
				1B – Reflective & Ethical Practice
				1C –Professional Development
				1D – Culturally and Linguistically Responsive School Counseling
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Standard 2: SCHOOL-BASED MENTAL HEALTH** Recognizes the importance of students' emotional well-being and provides the necessary to ensure a conducive learning environment.
				2A – School-wide Mental and Behavioral Health Promotion
				2B – Comprehensive Mental Health Services for Identified Students
				2C – Addressing Acute and Chronic Mental Health Needs
Evidence/Impact/Next Steps:				

E	P	NI	NO	**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.
				3A- Academic Development
				3B – Postsecondary Development
				3C – Transformative Social Emotional Development
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Standard 4: MULTI-TIERED SYSTEMS OF SUPPORT** Implements a tiered approach to intervention and assistance to address the diverse need students through a Multi-Tiered System of Support.
				4A -CA MTSS Framework
				4B – Data Informed Decision Making
				4C - Systems
Evidence/Impact/Next Steps:				

E	P	NI	NO	**Standard 5: 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.
				5A – Coordination & Collaboration
				5B - Consultation
				5C - Supervision
Evidence/Impact/Next Steps:				

E	P	NI	NO	**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.
				6A – School Climate
				6B – School Safety
				6C – School Engagement
Evidence/Impact/Next Steps:				

Notes from conference:

Counselor Signature: _____ Evaluator(s) Signature: _____

date date

End-of-Year Counselor Evaluation
Pleasant Valley School District

Counselor: _____ Conference Date: _____

Site(s): _____

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Progress on Counselor's Goals

Goal 1:

Goal 2:

Goal 3:

Standards for the Counseling Profession	E	P	NI	U
1. Professional Counselor Development				
2. School-based Mental Health				
3. School Counseling Domains				
4. Multi-Tiered System of Supports				
5. Coordination, Collaboration, Consultation and Supervision				
6. Creating and Maintaining Safe, Supportive, and Inclusive Environments for Student Wellbeing				
Overall Evaluation				

Performance Rating Scale: Exemplary: exemplifies the standard; Proficient: at expected standards, qualities, growth; Needs Improvement: not consistent with standards; Unsatisfactory: not meeting standards

Evaluator's Evaluative Summary:

Summarize the degree of attainment pertaining to the counseling performance standards.

Overall Comments/Recommendations:

Re-employment Recommendation: ☐ Retain ☐ Retain with Performance Improvement Plan

Evaluation Cycle: ☐ Annually ☐ Two Year Cycle ☐ Three Year Cycle ☐ Four Year Cycle ☐ Five Year Cycle

_____ _____

Evaluator's(s') Signature(s) Date Counselor's Signature Date

Note: The final evaluation shall be signed and dated within ten days of receipt of evaluation report. Teacher signature indicates acknowledgment of receipt of evaluation document, but not necessarily agreement. This document will be placed in your personnel file. You have ten business days from the date you have received this document to review and comment before it is placed in your file. Any written reply should be sent to the Human Resources Office and will be attached to this document when it is placed in your personnel file.

SLP Self-Reflection Tool

Pleasant Valley School District

Date:_____

SLP:_____ Grade Levels Served:_____

This tool is designed to assist the speech-language pathologist (SLP) in determining areas of strengths and areas for which additional professional development is needed. At the beginning of each school year, the SLP should reflect on each skill and rate each: 3 = a strength, 2 = adequately developed, 1 = training needed. The results should be used to create goals and a professional development for the year.

Directions: Rate your skill level on each item listed below. Using the following rate scale:

1 – I need more information and training to further develop this skill.
2 – This skill is developed appropriately/I have developed this skill.
3 – This skill is a strength area for me
N/A – Not applicable

Performance Objective	Skill	1	2	3	N/A	Comments
1. Demonstrate knowledge and skills in speech-language pathology and related subject areas.	Demonstrates knowledge of assessment and treatment in:					
	• speech sound production					
	• semantics					
	• syntax					
	• morphology					
	• pragmatics/social language					
	• voice					
	• fluency					
	• literacy					
	• feeding and swallowing					
	• hearing loss and deafness					
	• other medical or educational topics related to communication					

Performance Objective	Skill	1	2	3	N/A	Comments
2. Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practice	Applies principles of evidence-based practice					
	Demonstrates cultural competence with colleagues, students, and families					
	Applies effective strategies to motivate and engage students in the learning process					
	Relates therapy to academic standards					
	Demonstrates a clear understanding of how to embed curricular goals, Common Core State Standards (CCSS), and materials to therapy sessions					
	Uses emerging evidence-based practice in treatment					
	Collects and analyzes and applies data effectively					
	Advocates for appropriate materials, supports, and schedules necessary to provide Free Appropriate Public Education (FAPE)					
	Advocates for appropriate services for students					

Performance Objective	Skill	1	2	3	N/A	Comments
3. Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with IEPs	Understands and operates within the timelines mandated for assessment and IEP development					
	Prepares well for and appropriately participates in IEP meetings					
	Demonstrates an ability to deal with differing opinions within team meetings					
	Contributes expertise and data to educational team to make appropriate placement and program decisions					
	Uses a range of strategies to engage parents and other educational team members in assessment and IEP process					
	Understands and demonstrates ability to write relevant, measurable IEP goals tied to CCSS or state standards					
	Assesses progress on IEP goals and shares with parents and educational staff					
	Understand and responds to Medicaid billing requirements					
	Understands and responds to FERPA and HIPAA requirements					

Performance Objective	Skill	1	2	3	N/A	Comments
4. Demonstrate ability to conduct appropriate comprehensive evaluations for students who may be experiencing a variety of communication disorders	Uses and interprets a variety of assessment tools appropriately for all areas of communication:					
	• classroom observations					
	• standardized assessments					
	• classroom-based assessments					
	• input from teachers, parents, and students					
	• case history					
	• other					
	Solicits relevant information from parents to include in assessment process					
	Solicits information from general education teachers and other relevant educational team members to include in assessment process					
	Understands and applies cultural competence to the assessment process					

Performance Objective	Skill	1	2	3	N/A	Comments
5. Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs	Understands and uses a variety of service delivery models (i.e., location, frequency, and amount of service)					
	Applies dynamic service delivery (i.e., uses a range of service delivery options based on student needs, varying amount, location and frequency of services)					
	Understands and uses methods, strategies, and activities that promote progress on IEP and academic goals					
	Understands how to make changes in a therapy session to assist the student to be successful					
	Appropriately records student data					

Performance Objective	Skill	1	2	3	N/A	Comments
6. Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education	Communicates on a regular basis with other educational team members for students with IEPs and 504 plans					
	Demonstrates confidence and expertise to work in the classroom setting as appropriate					
	Provides screening to identify students at risk for communication disorders and collaborates with other educational professionals in the screening process					
	Participates in a professional learning community					

Performance Objective	Skill	1	2	3	N/A	Comments
7. Collaborate with families and provide opportunities for families to be involved in student speech/language program and service delivery	Provides detailed progress reports to families that includes data to support findings					
	Solicits input from families to include in evaluation and IEP reports, including family history					
	Provides families with information/materials to help them support student progress at home					
	Responds to parent-initiated communication within a reasonable time period					

Performance Objective	Skill	1	2	3	N/A	Comments
8. Earn continuing education or professional growth units sufficient to meet ASHA requirements for certification maintenance as well as state certification and licensing requirements	Participates in district professional development					
	Participates in state and national conferences and professional development programs					
	Participates in online professional development programs					
	Keeps current with emerging practices, policies, and procedures					
	Advocates for the opportunity to participate in relevant professional development programs					

Performance Objective	Skill	1	2	3	N/A	Comments
Contribute to various school, district initiatives, and community partnerships	Serves on various district committees					
	Participates in union or other teacher representative groups					
	Provides professional development training to staff and training to parents					
	Supervises student interns, speech-language pathology assistants (SLPAs) and/or clinical fellows					
	Collaborates with universities to contribute to research, understand promising practices and engage with students					
	Collaborates with relevant community partners (e.g., physicians, private therapy practitioners, vocational rehabilitation therapists, and social service agencies and private schools)					

Goal Setting Form
Pleasant Valley School District

SLP: _____ Conference Date: _____

School Site: _____ Grade Levels Served: _____

Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent

Standard	Goal	Evidence

_____ _____

SLP's Signature Date Evaluator's Signature Date

Observation Form - Speech-language Pathologists

Speech-language pathologist:

Evaluator (name, title):

School: **Date of Observation:**

NOTE: The observation items preceded by an asterisk (*) are most likely to be observed during an IEP or other meetings with families.

SLP's Goals:

Key/Rating Scale:

E – Exemplary*: exemplifies the standard
P – Proficient: at expected standards, qualities and growth
NI – Needs Improvement: not consistent with standards
NO – Not Observed: did not observe, not present

**An exemplary rating during an observation is to be interpreted as exemplary during the specific observation, lesson, or meeting and not necessarily a rating of exemplary for the SLP's overall performance.*

Performance Objective #1	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	E	P	NI	NO
Demonstrate knowledge and skills in speech-language pathology and related subject areas (e.g., literacy)	Works with individuals at all ability levels and serves a range of disorders, as appropriate for the setting				
	Demonstrates competence in oral and written communication				
	Follows risk management procedures				
	Organizes work space materials and equipment				
Evidence/Impact/Next Steps:					

Performance Objective #2	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	E	P	NI	NO
Provide culturally and educationally appropriate service that are effective, engage students, and reflect evidence-based practices	Engages students in session's activities				
	Provides accurate and appropriate feedback to students individually				
	Implements activities that promote progress on the students' specific IEP goals				
	Has good behavior management skills				

	Uses the allocated time efficiently and effectively				
	Fosters a positive interaction with students				
	Provides each student with an opportunity for a significant number of responses				
	Includes curricular objectives or materials in the session				
	Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds				
	Advocates for appropriate services for students				
	Documents the nature of services and evidence of progress				
Evidence/Impact/Next Steps:					

Performance Objective #3	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	E	P	NI	NO
Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with IEPs	*Prepares adequately for meetings				
	*Explains the contents of the IEP clearly, using language that parents and other team members understand				
	*Explains how speech and language goals relate to student success with the curriculum				
	Develops understandable and measurable goals				
	*Responds appropriately to questions and comments of other team members				
	*Deals appropriately with conflicts that may occur during the meeting				
	*Provides evidence that parent(s) and other team members have been involved in creating IEP content				
	Explains how IEP goals relate to present educational levels				
	Completes documentation within a specific timeline using appropriate forms				
	*Solicits feedback from parents, teachers, and students about documentation and compliance via checklists and surveys				
	Maintains confidentiality and adheres to the IDEA, Section 504, FERPA, and HIPAA regulations related to documentation and compliance				
	*Offers evidence that contributes to the eligibility determination				
Evidence/Impact/Next Steps:					

Performance Objective #4	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	E	P	NI	NO
Demonstrate ability to conduct appropriate comprehensive evaluations for students who may be experiencing a variety of communication disorders	Gathers case history information				
	Uses appropriate formal and informal assessment tools				
	Reports assessment findings in a timely manner				
	Develops appropriate evaluation reports				
	Observes informal and formal testing using a variety of assessment strategies				
	Appropriately analyzes and interprets test results to make appropriate recommendations				
	Creates schedules that reflect assessments to be conducted at designated times (i.e., scheduling blocks)				
	Demonstrates knowledge and skills necessary for providing or facilitating assessment of children from culturally and linguistically different backgrounds				
Evidence/Impact/Next Steps:					

Performance Objective #5	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	E	P	NI	NO
Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs	Develops activities that promote progress on students' specific IEP goals				
	Designs a schedule that allows completion of all work activities in an efficient and effective manner				
	Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal				
	Records data on the student's performance during the session				
	Records service on service logs in SIRAS				
Evidence/Impact/Next Steps:					

Performance Objective #6	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	E	P	NI	NO
Demonstrate collaboration with classroom teachers, other professionals and families for students in both general and special education, providing opportunities for families to be involved in student's speech services	*Respects teachers, other professionals, students and families				
	*Demonstrates active listening				
	*Presents with a professional demeanor				
	*Responds professionally to feedback				
	Demonstrates collaboration with school staff				
	*Demonstrates collaboration with families in an IEP team meeting and other meetings				
Evidence/Impact/Next Steps:					

Evaluator's Signature: _____ **Date:** _____

SLP's Signature: _____ **Date:** _____

Final Evaluation - Speech-Language Pathologists

Speech-language pathologist:

Evaluator (name, title):

School:

Status: ❑ **Temporary** ❑ **Probationary 1** ❑ **Probationary 2** ❑ **Permanent** ❑ **Intern**

Progress on SLP's Goals

Evidence/Impact/Next Steps:
Goal 1:
Goal 2:
Goal 3:

Performance Objective #1: Demonstrate knowledge and skills in speech-language pathology and related subject areas (e.g., literacy)			
Exemplary	**Proficient**	**Needs Improvement**	**Unsatisfactory**

Performance Objective #2: Provide culturally and educationally appropriate service that are effective, engage students, and reflect evidence-based practices			
Exemplary	**Proficient**	**Needs Improvement**	**Unsatisfactory**

Performance Objective #3: Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with IEPs			
Exemplary	**Proficient**	**Needs Improvement**	**Unsatisfactory**

Performance Objective #4: Demonstrate ability to conduct appropriate comprehensive evaluations for students who may be experiencing a variety of communication disorders			
Exemplary	**Proficient**	**Needs Improvement**	**Unsatisfactory**

Performance Objective #5: Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student need			
Exemplary	**Proficient**	**Needs Improvement**	**Unsatisfactory**

Performance Objective #6: Demonstrate collaboration with classroom teachers, other professionals and families for students in both general and special education, providing opportunities for families to be involved in student's speech services			
Exemplary	**Proficient**	**Needs Improvement**	**Unsatisfactory**

Overall Evaluation			
Exemplary	**Proficient**	**Needs Improvement**	**Unsatisfactory**

Evaluator's Evaluative Summary:

Summarize the degree of attainment pertaining to the performance objective adapted from the American Speech-Language-Hearing Association (ASHA).

Overall Comments/Recommendations:

Re-employment Recommendation: ☐ Retain ☐ Retain with Performance Improvement Plan

Evaluation Cycle: ☐ Annually ☐ Two Year Cycle ☐ Three Year Cycle ☐ Four Year Cycle ☐ Five Year Cycle

Evaluator's Signature Date

SLP's Signature Date

Note: The final evaluation shall be signed and dated within ten days of receipt of evaluation report. Teacher signature indicates acknowledgment of receipt of evaluation document, but not necessarily agreement. This document will be placed in your personnel file. You have ten business days from the date you have received this document to review and comment before it is placed in your file. Any written reply should be sent to the Human Resources Office and will be attached to this document when it is placed in your personnel file.