PSUSD
PALM SPRINGS UNIFIED SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT BETWEEN PALM SPRINGS UNIFIED SCHOOL DISTRICT & PALM SPRINGS TEACHERS ASSOCIATION

JULY 1, 2025 - JUNE 30, 2028

Updated: July 1, 2026

PSTA
Palm Springs Teachers Association

Collective Bargaining Agreement

Between

Palm Springs Unified School District

and

Palm Springs Teachers Association/CTA/NEA

July 1, 2025 through June 30, 2028

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1.	**Parties and Date**	**1**
2.	**Recognition**	**2**
	2.1 Representation.	2
3.	**District Rights**	**3**
	3.1 Rights and Responsibilities.	3
	3.2 Limitations.	3
4.	**Wages**	**4**
	4.1 Wage Scales.	4
	4.2 Fringe Benefits	4
	4.3 Part-Time Employment With Full Fringe Benefit and Retirement Credits.	5
	4.4 Early Retirement.	5
	4.5 Purchase of Health Insurance by Retirees	5
	4.6 Column Advancement	5
	4.7 Service Credit	5
	4.8 Professional Development Stipend	5
	4.9 Calculation of Hourly Rate	6
5.	**Hours of Employment All Schools; Programs**	**7**
	5.1 Work Week.	7
	5.2 Work Day	7
	5.3 Extended Work Year and/or Work Day	12
	5.4 Part-Time Work Year.	14
	5.5 Part-Time Work Day	14
	5.6 Job Sharing	14
	5.7 Days of Employment/Minutes of the School Day	14
	5.8 Summer School Program/Intersession Program	15
	5.9 Back to School Night	16
	5.10 Staff Meetings	16
	5.11 Home and Hospital	18
6.	**Peer Assistance and Review**	**19**
	6.1 Preamble	19
	6.2 Peer Assistance and Review (PAR) Council	19
	6.3 Participating Teachers	20
	6.4 Consulting Teachers	22
7.	**Nondiscrimination**	**25**
	7.1 Employment Practices.	25

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
8.	**Negotiation Procedures**	**26**
	8.1 Authority	26
	8.2 Closed Meetings	26
9.	**Association Rights**	**27**
	9.1 Rights and Responsibilities	27
	9.2 Consultation Rights	27
	9.3 Organizational Membership	27
	9.4 Release Time	27
	9.5 President's Release Time	28
10.	**Organizational Security**	**29**
11.	**Leaves of Absence**	**30**
	11.1 Definition.	30
	11.2 Renewal of Leaves of Absence	30
	11.3 Application for Approval of Leaves of Absence.	30
	11.4 Position Upon Return From Leave.	30
	11.5 Sick Leave	31
	11.6 Catastrophic Leave	32
	11.7 Leave for Maternity Purposes	35
	11.8 Industrial Accident and Illness	35
	11.9 Personal Necessity Leave	36
	11.10 Bereavement Leave	37
	11.11 Study Leave	38
	11.12 Jury Service	38
	11.13 Opportunity Leave	38
	11.14 Personal Leave -- Nonpayment of Salary.	39
	11.15 Religious Leave.	39
	11.16 Fringe Benefits While on Leave.	39
	11.17 Adoption Leave	39
	11.18 Military Spouse: Home on Leave (AB 392)	39
	11.19 New Parent Leave	39
12.	**Procedures for Evaluation**	**40**
	12.1 Guidelines for Distribution.	40
	12.2 Frequency.	40
	12.3 Five Year Cycle.	40
	12.4 Self Assessment	40
	12.5 Final Conference.	40
	12.6 Final Report.	40
	12.7 Request for Second Evaluator or Evaluation.	40

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	12.8 Notice Not to Reemploy	41
	12.9 Nonemployment Notice	41
13.	**Class Size**	**42**
	13.1 Class Size Provisions.	42
	13.2 Elementary General Education Combination Classes	43
	13.3 Computation of Staffing Ratios.	43
14.	**Safety Conditions of Employment**	**44**
	14.1 Enforcement Authority.	44
	14.2 District Safety Committee	44
	14.12 Cleaning and Disinfecting	46
	14.13 Ventilation	46
15.	**Grievance Procedures**	**47**
	15.1 Definition.	47
	15.2 General Provisions	47
	15.3 Levels in the Grievance Procedure	47
16.	**Transfers**	**49**
	16.1 Definition.	49
	16.2 Notice of Vacancies	49
	16.3 Voluntary Transfers	49
	16.4 Involuntary Transfers	50
	16.5 Reassignment	51
	16.6 District Rights	51
	16.7 Promotional Vacancies.	51
	16.8 Teachers on Special Assignment (TOSAs)	52
17.	**Discipline Short of Dismissal**	**53**
18.	**Early Childhood Education**	**55**
19.	**Severability**	**56**
	19.1 Agreement Validity	56
20.	**Concerted Activities**	**56**
	20.1 Concerted Action Pledge.	56
	20.2 Compliance.	56
	20.3 Violation.	56
21.	**Support of Agreement**	**57**

TABLE OF CONTENTS

APPENDIX	TITLE	PAGE
22.	Effect of Agreement; Entire Agreement	58
23.	Site-Based Restructuring Program	59
24.	Term of Agreement	60

APPENDICES

A.	Activity Stipends	61
B.	Salary Schedules	64
C.	Catastrophic Sick Leave Bank	
	C.I Guidelines	68
	C.II Enrollment Form	69
	C.III Request Form	70
D.	Joint Committees	71
E.	Memorandums of Understanding	72
F.	Evaluation Process and Forms	87
	Permanent Employee Evaluation Process	88
	Probationary Employee Evaluation Process	89
	Evaluation Initial Conference	90
	Pre-Observation Form (for Formal Observation)	91
	Planning or Reflection Notes	92
	Observation Summary	94
	Employee Performance Evaluation	98
	Certificated Assistance Plan	101
	PSTA/PSUSD CSTP Narrative Rubric Matrix	107
G.	Elementary Schedule	119

Article 1. Parties and Date

This Agreement shall be effective from **July 1, 2025 through June 30, 2028**, between the Palm Springs Unified School District (hereinafter "District") and the Palm Springs Teachers Association, a chapter of the California Teachers Association/National Education Association (hereinafter "Association"). Either party may reopen negotiations to bargain new legislation and its impact during the period of this Agreement.

Article 2. Recognition

2.1 **Representation.** Pursuant to the requirements of Government Code Section 3544.1, the District recognized the Association as the exclusive representative for the unit described as follows:

> "All full-time and regular part-time certificated employees in the Palm Springs Unified School District, excluding management, supervisory or confidential employees."

Excluded from this unit are all substitute employees. When used hereinafter, the word "employee" shall mean certificated employees within the unit covered hereby unless otherwise stated.

Article 3. District Rights

3.1 **Rights and Responsibilities.** It is agreed that the District retains all of its power of direction, management and control to the full extent of the law. Included in these powers are the exclusive rights to (a) determine its organization; (b) direct the work of its employees; (c) determine the hours of District operations; (d) determine the kinds and levels of services to be provided, as well as the methods and means of providing them; (e) establish its educational policies, goals and objectives; (f) insure the rights and educational opportunities of students; (g) determine staffing patterns; (h) determine the number and kinds of personnel required; (i) maintain the efficiency of District operations; (j) determine District curriculum; (k) design, build, move or modify facilities; (1) establish budget procedures and determine budgetary allocation; (m) determine the methods of raising revenue; (n) contract out work; and (o) take action as required by, and for the duration of, emergencies that may arise. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate (for reasons other than "lack of funds") and discipline (pursuant to Ed. Code Section 44944) employees. This recital in no way limits other District powers as granted by law.

3.2 **Limitations**. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement and the law.

Article 4. Wages

4.1 Wage Scales. The wage provisions for the term hereof shall be as set forth on Appendix C, attached hereto and by this reference incorporated herein.

The bargaining unit salary schedules shall be increased by 1.85% for the 2026-2027 school year, effective July 1, 2026.

- Increase to Appendix A stipends shall be effective 2026/2027 school year
- District and per diem hourly rate increases shall be effective July 1, 2026

4.2 Fringe Benefits

4.2.1 **Comprehensive Major Medical Coverage**. The District will provide comprehensive major medical coverage in accordance with the Joint Powers Agreement program.

4.2.2 **Dental Coverage**. The District will provide dental coverage to the employee only.

4.2.3 **Life Insurance**. The District will provide life insurance on the employee only.

4.2.4 **Vision Insurance.** The District will provide vision insurance to the employee and dependents.

4.2.5 The District's annual contribution to the actual cost of Health and Welfare Benefits (medical, dental, and vision) will be a maximum of $21,025 per eligible member effective October 1, 2026. Costs that exceed the District's contribution shall be the responsibility of the Association and may be covered through plan changes, increased co-pays, increased deductibles, premium contributions and/or offsets to salary. The establishment of the maximum contribution does not constitute a waiver of the Association's right to negotiate increases to the District's contribution. Should the Association fail to act or the parties fail to reach agreement on this issue, the default mechanism shall be individual payroll deductions based upon composite rates per plan selected.

4.2.6 Effective January 1, 2003, coverage will be modified to include Domestic Partner coverage according to definition determined by the State of California.

4.2.7 Internal Revenue Code Section 125 will be implemented prior to June 30, 2003.

4.3 Part-Time Employment With Full Fringe Benefit and Retirement Credits. Upon mutual agreement of the teacher and the District, the District shall provide a voluntary part-time employment plan for teachers after the age of 55 in accordance with the provisions of Education Code section 22713.

4.4 Early Retirement. All teachers who are eligible to retire within STRS/PERS and who are placed in salary Column 3 and above, and Step 14 and above, shall receive District-paid health and welfare benefits as negotiated for bargaining unit members until age sixty-five (65) or for five (5) years, whichever occurs first.

To be eligible for consideration for the early retirement plan, the teacher must:

4.4.1 Have a minimum of ten (10) years of service in the District in a position requiring certification.

4.4.2 Actually retire from the District.

4.4.3 Have proposed the retirement voluntarily.

4.5 Purchase of Health Insurance by Retirees. Retirees may purchase health benefits through the District in accordance with applicable statutes.

4.6 Column Advancement. Unit members who qualify for salary advancement across the salary schedule shall be paid the increase not later than three (3) regular pay periods or three (3) months, whichever is longer, after the employee files proper documentation with the District. The increase shall be retroactive to the date proper documentation is filed with the District.

4.7 Service Credit. Employees with a first date of paid service after July 1, 2008, will be given up to twelve (12) years of service credit for the purposes of initial salary schedule placement without any restriction as to when such prior service was performed.

For all certificated teachers hired for the 2012-2013, 2013-2014, and 2014-2015 school years who accepted three (3) years of service credit towards placement on the Certificated Teacher Salary Schedule, the District shall accept up to four (4) additional years of previously earned service credit. This credit is not retroactive and will be applied prospectively effective July 1, 2015.

4.8 Professional Development Stipend. The professional development stipend for sessions in excess of four (4) hours and not more than eight (8) hours shall be $336. Sessions up to and no more than four (4) hours shall be $168. These amounts shall increase at the same rate of negotiated salary increases.

4.8.1 **Professional Development Instructor Stipend.** Bargaining union members who function in the role of instructor for professional development shall be 1.5 times the Professional Development Stipend.

4.9 Calculation of Hourly Rate. The calculation for any hourly rate is the annual salary divided by the number of contract days divided by 8.

Article 5. Hours of Employment All Schools; Programs

5.1 **Work Week.** It is the policy of the Palm Springs Unified School District, insofar as possible, to assign all personnel so that an equitable workload exists for each. It is expected that assignments normally performed by an individual will average forty (40) hours per week during the school year, including time spent at the school site, and professional activities and preparation work performed off the school site.

5.1.1 The District shall implement a "late start/early release" schedule one day per week District wide (commonly referred to as the "2-1-2" schedule). One of the instructional days shall either be a later start or early release day. Minutes banked to create the late start/early release day will be distributed across the other four days.

5.2 **Work Day**. The standard work day for unit member shall consist of seven and one half hours (which includes instructional time, reporting time and flexible time). Unit members have responsibilities for professional and adjunct duties beyond the work day as delineated below.

5.2.1 As part of the district-wide full day Kindergarten program, each Kindergarten class will be provided two-hours of instructional aide support per day. At school sites where full day Transitional Kindergarten (TK) classes are offered, two-hours of instructional aide support per day will be provided for the full day TK class. Should the instructional aide be absent, a substitute may be provided if there is a classified substitute available from the substitute pool managed by Human Resources. Unit members assigned to TK through 8th Grade school site shall be on site for no less than forty (40) minutes beyond the instructional day. Unit members assigned to grades TK through 8th Grade shall report to work no later than ten (10) minutes prior to the start of the instructional day and the remaining thirty (30) minutes shall be flexible and can be adjusted at the individual's discretion. Unit members assigned to grades 9 through 12 shall be on site for no less than twenty (20) minutes beyond the instructional day. Unit members assigned to grades 9 through 12 shall report to work no later than ten (10) minutes prior to the start of the instructional day and shall not leave earlier than ten (10) minutes after the end of the instructional day. In addition to the foregoing, classroom teachers and other unit members shall be responsible for professional duties and regularly scheduled extra duty assignments. Professional duties include IEPs, SSTs, 504s, Staff Meetings, Parent Conferences, and conferences with administration and/or trainings mandated by Assistance Plans. Extra duty assignments include and are not limited to supervision of after school student needs and events and other school site adjunct duties. Insofar as practical, extra duties will be equitably assigned. In the event the Principal determines that it is necessary for teachers to remain on campus due to an emergency, e.g. student unrest,

actions off campus, etc., teachers can be required to remain on campus until student safety is assured. Teachers shall not be required to sign in or sign out. Every teacher shall be entitled to one (1) duty free uninterrupted lunch period per day. Teachers may be required to use their preparation period for substitute duties in which case they shall be paid at 1/8 per diem rate.

5.2.1.1 **Elementary Duties**. Elementary teachers will not be required to provide any yard or bus duties prior to the beginning of their first class, although they shall respond to requests for assistance during said period. This provision will not be applicable if it conflicts with reasonable requirements on field trip days. After school supervision duty shall not exceed twenty (20) minutes beyond the instructional day.

5.2.1.2 **Substitute Coverage**. Should there be a situation where there is a lack of substitute coverage, every effort will be made to have other certificated personnel cover classes in elementary schools before assigning students to other classroom teachers.

The elementary teachers who are assigned from 1 to 4 students shall be paid 1/8 of their per diem, elementary teachers who are assigned from 5 to 8 students shall be paid 1/7 of their per diem and elementary teachers who are assigned 9 or more students shall be paid 1/6 of their per diem. Elementary teachers who substitute during their prep period will be paid 1/8 of their per diem.

5.2.1.3 **Uninterrupted Workday.** One of the workdays prior to the first day of school with students shall be an uninterrupted day for certificated teachers to work in their classrooms and/or assigned areas. For the uninterrupted work day provisions for school counselors, librarians, school nurses, and SLP's, see 5.3.1, 5.3.2, 5.3.3, and 5.3.4.

5.2.1.4 **Course Offerings.** High School Teachers in regular education core subject areas (Math, English, Social Studies and Science) will not be required to plan for more than three different regular education core subjects. Should there be a necessity for a teacher to teach more than three different regular education core subjects, the teacher shall be paid a $2,000 stipend per semester. Any regular education core subject which requires a separate pacing guide and/or unit of study shall be deemed an additional subject. Academy courses are not considered separate units of study. The District will attempt to avoid having teachers new to the profession teach a fourth subject. This section shall not apply to online courses. This section shall also apply to Special

Education teachers that are required to co-teach in more than three different regular education core subjects.

5.2.2 **Counselors**. The regular workday for counselors shall be determined by the site administrator after consultation with site counselors but, in any event, it is expected that assignments normally performed by an individual will average forty (40) hours per week during the school year, including time spent at the school site, and professional activities and work performed off the school site. Upon direction of the site administrator, daily duty hours will be adjusted to accommodate assignments outside the standard work day such as FAFSA, orientations, college nights, etc.

5.2.3 **School Nurses**. The regular work day for school nurses shall be determined by the district supervising nurse after consultation with the school nurse but, in any event, it is expected that assignments normally performed by an individual will average forty (40) hours per week during the school year, including time spent at the school site, and professional activities and work performed off the school site. Upon direction of the supervising nurse, daily duty hours will be adjusted to accommodate assignments outside the standard work day.

5.2.4 **Speech Language Pathologists (SLP's)**. The regular work day for SLP's shall be determined by the Director of Special Education and/or designee after consultation with the SLP but, in any event, it is expected that assignments normally performed by an individual will average forty (40) hours per week during the school year, including time spent at the school site, and professional activities and work performed off the school site. Upon direction of the Director of Special Education and/or designee, daily duty hours will be adjusted to accommodate assignments outside the standard work day.

5.2.5 **Preparation Time/Middle School and High School**. All full-time middle school and high school teachers shall have a six period day, one of which shall be a duty-free preparation period equal in length to one class period. These preparation periods shall be used for preparation for classes, lesson planning, grading of materials, conferences with students and/or parents and/or other personnel and are not intended to be free periods. Teachers shall notify immediate supervisor or secretary when they leave campus during their preparation period. Teachers leaving campus during their preparation period may do so for work related reasons unless utilizing their available leave time. Preparation time lost due to minimum days, vacations, field trips, attendance at professional development, or unusual circumstances, need not be rescheduled.

5.2.6 **Preparation Time/Elementary School**. Elementary teachers shall be provided with four (4) preparation periods per week, for no less than four separate days of the week, totaling no less than two hundred (200)

minutes. No single preparation period shall be less than thirty (30) minutes. Preparation time lost due to minimum days, vacations, field trips, or unusual circumstances, need not be rescheduled. These preparation periods shall be used for preparation for classes, lesson planning, grading of materials, conferences with students and/or parents and/or other personnel and are not intended to be free periods. Preparation time lost due to minimum days, vacations, field trips, attendance at professional development, or unusual circumstances, need not be rescheduled. Teachers shall notify immediate supervisor or secretary when they leave campus during their preparation period. Teachers leaving campus during their preparation period may do so for work related reasons unless utilizing their available leave time.

5.2.6.1 To the extent that the District employs elementary STEAM, P.E. and Music teachers to facilitate the preparation time for classroom teachers, the STEAM, P.E. and Music teachers shall be provided with no less than four (4) preparation periods per week, for no less than four separate days of the week, totaling no less than two hundred (200) minutes. No single preparation period shall be less than thirty (30) minutes. There shall be a passing period of no more than five (5) minutes between classes for elementary STEAM, P.E. and Music teachers. These preparation periods shall be used for preparation for classes, lesson planning, grading of materials, conferences with students and/or parents and/or other personnel and are not intended to be free periods. Preparation time lost due to minimum days, vacations, field trips, attendance at professional development, or unusual circumstances, need not be rescheduled. Teachers shall notify immediate supervisor or secretary when they leave campus during their preparation period. Teachers leaving campus during their preparation period may do so for work related reasons unless utilizing their available leave time.

5.2.7 **IEP Case Management Period:** High school, middle school, and elementary special education teachers, including elementary Resource Service Providers (RSP) teachers, shall be provided additional time for the purpose of IEP Case Management. High School and Middle School special education teachers shall be provided with the equivalent of one period per day for the purpose of IEP Case Management. Elementary special education teachers shall be provided with sixty (60) minutes per week for the purpose of IEP Case Management. The IEP Case Management period shall be used for IEP related needs such as, but not limited to: scheduling and planning meetings; conducting special education student assessments; conferences with students, parents, and personnel; etc. The District will make every effort to ensure that IEP meetings are held within the Bargaining Unit Member's case management period.

5.2.7.1 General Education IEP Designee. By the tenth school day, Site Administrators shall seek volunteers of bargaining unit members to serve as IEP designee. School site administration shall make every effort to select from the list of volunteers not to exceed the site's designee allocation. The site administration shall make the list of approved designees available to the PSTA President or designee upon request. Should there be more volunteers than the number of designees allocated to that site for that year, volunteers shall be selected on a rotating basis contingent upon grade level and/or content area needs. Teachers serving as IEP Designees shall be compensated in accordance with Appendix A.

5.2.8 **Parent Teacher Conference:**

5.2.8.1 Elementary Parent Conferences: Parent teacher conferences at the Elementary School will be structured as follows:

(a) Elementary conferences may occur over five (5) consecutive minimum days twice per year in accordance with the school calendar;

(b) Parent conferences will begin fifteen (15) minutes after dismissal. Parent conferences will run for two hours and ten minutes;

(c) Thursday parent conferences will begin fifteen (15) minutes following conference day dismissal; the first Thursday session of parent/teacher conferences will end two (2) hours and ten (10) minutes after it begins; Thursdays will have a sixty (60) minute break between the two sessions; the second session on Thursdays will be two (2) hours and ten (10) minutes in duration. Teachers who participate in evening conferences will be released the following day at the conclusion of the instructional day unless assigned to a regularly scheduled extra duty assignment.

(d) Teachers who do not participate in evening conferences will conduct a fifth day of conferences on Friday pursuant to 5.2.8.1 (b).

5.2.8.2 Parent Teacher Conference: Parent conferences per semester at the Middle School will be structured as follows:

(a) Wednesday parent conferences will begin forty-five (45) minutes following conference day dismissal. This first session of conferences will end two (2) hours and thirty (30) minutes after it begins;

(b) Thursday parent conferences will begin forty-five (45) minutes following conference day dismissal; the first Thursday session of parent/teacher conferences will end two (2) hours and thirty (30) minutes after it begins; Thursdays will have a thirty (30) minute break between the two sessions; the second session on Thursdays will be three (3) hours in duration; and

(c) On the third minimum day, unit members will be released at the conclusion of the instructional day unless assigned to a regularly scheduled extra duty assignment

(d) As long as there is sufficient parental demand for video conferencing, the site administrator will designate at least one (1) session for video conferencing while the remaining one (1) or two (2) sessions may be designated as in person conferencing.

5.2.9 Beginning in the 2015-2016 school year, the instructional minutes at the Middle School will increase by eighteen (18) minutes per day, thus adding three (3) additional minutes to each of six periods (this daily increase is subject to "banking of minutes" when a 2-1-2 schedule is in effect). The increase would remain in effect each year thereafter.

5.2.10 Beginning in the second semester of the 2016-17 school year, the elementary schedule shall be as set forth in Appendix G.

5.3 Extended Work Year and/or Work Day. Employees required by the District to work more days than the regular work year or more hours than the regular workday shall receive appropriate compensation by being assigned to an additional salary schedule (for example: department heads, coaches, secondary band directors, and so forth) or paid at their regular hourly rate. The District shall determine which method of payment is appropriate for each employee who is required to work an extended year or day. The District shall also determine which assignments qualify for extended work year or extended workday remuneration.

5.3.1 Counselors shall work an additional ten (10) days at their regular per diem rate. Such employees may work more than the additional ten (10) days with the preapproval of the site administrator at their regular per diem rate. The uninterrupted work day for school counselors will be scheduled within the ten (10) additional work days.

5.3.2 Middle school and high school librarians shall work an additional ten (10) days at their regular per diem rate. Such employees may work more than the additional ten (10) days with the preapproval of the site administrator at their regular per diem rate. One of the workdays prior to the first day of school with students shall be an uninterrupted day for certificated teachers to work in their classrooms and/or assigned areas. The uninterrupted work day for middle school and high school librarians will be scheduled within the ten (10) additional work days.

5.3.3 School nurses shall work an additional five (5) days at their regular per diem rate. Such employees may work more than the additional five (5) days with the preapproval of the District Supervising Nurse at their regular per diem rate. The uninterrupted work day for school nurses will be scheduled within the five (5) additional work days.

5.3.4 SLPs shall work an additional five (5) days at their regular per diem rate. Such employees may work more than an additional five (5) days with the preapproval of the Director of Special Education and/or designee at their regular per diem rate. The uninterrupted work day for SLPs will be scheduled within the five (5) additional work days.

5.3.5 Teachers in grades 6-12 may teach during their preparation period under the following conditions:

5.3.5.1 service is voluntary;

5.3.5.2 must be an experienced teacher (two or more years of teaching and with most recent evaluation that reflects an overall rating of "meets Standards"). A non-tenured teacher with previous teaching experience (two or more years) shall meet with the Association Vice President and/or Association Director prior to accepting the additional teaching period. When a teacher with two or more years of experience is not available, a teacher with at least one year teaching experience may be permitted to teach during their preparation period;

5.3.5.3 must be certificated in subject area;

5.3.5.4 no site will exceed 10% of total regular classroom teachers teaching during their prep period;

5.3.5.5 no more than three (3) classes per department;

5.3.5.6 length of assignment to be limited to one semester unless the class is continued for the second semester;

5.3.5.7 assignments shall be on a rotational basis to attempt to equalize them amongst unit members who desire them. Consideration will be given to a unit member's qualifications, certification, classroom experience at the appropriate instructional level, and District-wide seniority in establishing and maintaining the rotational list;

5.3.5.8 compensation for teachers "selling their prep" shall be paid 1/6 their per diem rate.

This section shall not be used as precedent-setting in future negotiations regarding preparation time.

5.4 Part-Time Work Year. An employee working fewer days than the regular work year shall be a part-time employee and shall be remunerated at the same ratio the employee's total number of workdays bears to the total number of work days in the regular work year. Regular work year means the same as the work year of a full-time employee. A classroom teacher employed for one semester shall receive fifty percent (50%) of the appropriate annual salary listed on the Teachers' Salary Schedule.

5.5 Part-Time Work Day. An employee who works fewer hours than the total included in the regular work day shall be a part-time employee and shall be remunerated at the same ratio the employee's regular daily work hours bear to the total included in the regular work day, as determined at the time of hire or upon modification of employee's contract.

5.6 Job Sharing. Upon agreement among two unit members and the District, the unit members shall be allowed to share one position. Each unit member shall earn 50% of his/her salary and insurance benefits for the position and shall be responsible for payment for the remaining 50% of the insurance benefits. Upon agreement between the District and the unit members, all of the insurance benefits shall accrue to the benefit of one of the unit members.

5.7 Days of Employment/Minutes of the School Day

5.7.1 **Schedule**. It is understood that scheduling of instructional days, instructional minutes, passing times, lunch periods and other such minutes shall be substantially in accordance with past practice except where regulations relating to the implementation of California Education Code Sections 46200-46204 otherwise provide, in which event the schedule shall be in compliance with such regulations. The scheduling of scheduled days and/or minimum days, if any, shall likewise be modified in accordance with said regulations. It is the intent of this Agreement that the instructional days and instructional year within the District shall comply with or exceed the requirements of

Sections 46200-46204, and in the event any provision of this Agreement would result in the District's failure to meet or exceed such requirements then the parties agree that the requirements of said Sections 46200-46204 shall apply as if set forth herein in full in place of the nonconforming provision.

5.7.2 Effective with the 2016-17 school year the certificated work year will consist of 184 days.

5.8 Summer School Program/Intersession Program

5.8.1 **Eligibility**. All unit members employed full-time by the District-, except for those who have received an overall rating of "Does Not Meet Standard" on their most recent evaluation, are eligible for and may apply for summer school program assignments.

5.8.2 **Assignments**. Summer school/intersession program employment preference shall be given to those applicants who taught full-time the previous school year in the District. Assignments shall be on a rotational basis to attempt to equalize them amongst unit members who desire them. The Assistant Superintendent of Educational Services or designee and the President of the Palm Springs Teachers Association or designee will collaborate on the selection process.

5.8.3 **Rotational Lists**. Consideration may also be given to a unit member's qualification, certification, classroom experience at the appropriate instructional level, and District-wide seniority in establishing and maintaining the rotational list.

5.8.4 **Applications**. Applications for District-based summer school/intersession assignments shall be distributed in each school.

5.8.4.1 For site-based intersession programs, there is no formal application process. The site administrator will communicate with unit members at the given school site relative to the available assignments. Assignments will be made on a rotational basis contingent upon credentials and content experience.

5.8.5 **Initial Assignments**. Initial summer school program assignments shall be made no later than six weeks prior to the beginning date of the summer school session. Initial assignments for intersession programs shall be made at least one week prior to the start of the session. Assignments shall be subject to enrollment, funding, and other considerations.

5.8.6 **Compensation**. Summer school/intersession program teachers shall be compensated by the payment of the Teacher Hourly Rate (Appendix A)

or the per diem hourly rate to which the employee was entitled at the close of the school year, whichever is greater.

5.8.7 **Summer School/Intersession Program Sick Leave**. Summer school/ intersession program teachers may use their regular accumulated sick leave during the summer school/intersession program period on an hour-by-hour basis.

5.9 Back to School Night.

5.9.1 The maximum length of the Back to School Night shall be one and one-half (1½) hours and shall start no later than 6:30 p.m.

5.9.2 Site administrators and staff at each site will consult about safety and the need for security for Back to School Night. The District shall provide security if requested.

5.9.3 There shall be no meetings on instructional days the week of Back to School Night for any grade level or department involved in the event. Teachers participating in the scheduled Back to School Night shall remain on campus during the 2-1-2 collaboration time for that corresponding week.

5.10 Staff Meetings. There shall be an eight (8) hour limitation per four (4) week period on staff meetings scheduled beyond the work day. Staff meetings shall include faculty, department or grade-level, District and professional development meetings.

While the "2-1-2" District wide schedule is in effect, administration shall determine the structure of the work day before the "late start" or after the "early release" of students in accordance with this Article. The weekly meeting time created by the weekly "2-1-2" schedule shall not exceed two (2) hours. This meeting time at sites employing a "late start" schedule shall not begin earlier than two (2) hours prior to the first instructional bell. This meeting time at sites employing an "early release" schedule shall not begin later than twenty (20) minutes after the end of the instructional day. After the eighth (8th) week of school, no less than two hundred forty (240) minutes of the four (4) week period shall be dedicated to Professional Learning Communities (PLCs).

PLCs include, but are not limited to, a systematic process in which educators work together interdependently to analyze and impact professional practice and student achievement data, to improve individual and collective results. Norms/protocols and agendas for the meetings will be developed by mutual agreement of the PLC team with oversight by the site administration. PLCs will, upon site administration request, submit evidence relative to the discussions and outcomes of each PLC meeting. The documentation includes, but is not limited to, agendas, minutes, written summary, and/or PLC protocol forms.

No more than two hundred forty (240) minutes of such time may be used for staff meetings, professional development, department meetings, and other District-directed meetings. The District will provide employees with opportunities to complete mandated trainings during this period of the 2-1-2. The meeting

provisions set forth in this paragraph shall be deemed to satisfy the eight (8) hour meeting limitation during the period in which the District-wide "2-1-2" schedule is in effect.

While the "2-1-2" is in effect, the meetings referenced in this paragraph shall be conducted during the meeting time created by the 2-1-2 schedule.

The meeting restrictions set forth above will not apply to professional duties, extra duty assignments or meetings called in response to emergency circumstances.

5.10.1 Special Education teachers will be allowed a minimum of one (1) hour block of time per month during 2-1-2 collaboration time for the purpose of planning, scheduling, testing for IEP meetings and compliance.

5.11 Home and Hospital- Selection Process for Part-Time Assignments

5.11.1 **Eligibility.** All unit members employed full-time by the District and whose most recent evaluation displays a "Meets" or "Exceeds" standards are eligible for and may apply for Home and Hospital assignments.

5.11.2 The District will advertise part-time Home and Hospital positions with a closing date no less than five (5) workdays from the initial date of the posting.

5.11.3 The District will host training of all teachers who have applied within the posting deadline.

5.11.4 The District will create a seniority based list of teachers trained and eligible for placements.

5.11.5 **Assignments.** The placement of students on eligible teachers' caseloads shall be as follows:

5.11.5.1 A new placement will be assigned to the first teacher on the seniority list provided that teacher has the credential necessary to provide services. (e.g. Sp. Ed.)

5.11.5.2 Having been offered the new placement, the assigned teacher will notify the principal supervising the Home and Hospital program of acceptance of the assignment

5.11.5.3 The outlined process will continue until eligible teachers have been offered one student. Once the list has been exhausted, the process begins once again with the most senior teacher, with the appropriate credential, on the approved list.

5.11.5.4 Only in the event that the list of eligible teachers has been exhausted and remaining student placements are still required, shall the District be allowed to assign eligible teachers not on the seniority list. (e.g. Retired Sp. Ed. Teachers)

5.11.5.5 The approved list each year will sunset on June 30 of the corresponding school year.

Article 6. Peer Assistance and Review

6.1 Preamble

The Palm Springs Teachers Association (Association) and the Palm Springs Unified School District (District) strive to provide the highest possible quality of education to the students of the District. Both parties agree that optimum student performance can be achieved only if there is a fully qualified teacher in every classroom. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved staff development, peer assistance, and professional accountability.

Teachers participating in the Peer Assistance and Review (PAR) Program are viewed as valuable professionals who are entitled to have resources available to them to enhance continuous performance improvement.

6.2 Peer Assistance and Review (PAR) Council

6.2.1 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 Assistant Superintendent, Human Resources, or designee, and two (2) other members appointed by the District.

6.2.2 The PAR Council will establish the operational procedures of the Council, including the method for the selection of a Chairperson.

6.2.3 The PAR Council will establish the meeting schedule. To hold meetings, five (5) of the seven (7) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released from their regular duties without loss of pay. PAR Council Teacher members shall receive a $2,000 yearly stipend for services on the Council.

6.2.4 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section 6.4). Written confirmation of participation in the PAR Program will be provided by the PAR Council to participating teachers, principals or immediate supervisors, and Consulting Teachers.

6.2.5 The PAR Council, by majority vote, will adopt guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law, and to the

extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail. A copy of the adopted Rules and Procedures will be available annually to all bargaining unit members and administrators.

6.2.6 All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, PAR Council members and Consulting Teachers may disclose such information only as necessary to administer this Article.

6.2.7 The PAR Council will approve trainers and/or training providers for Consulting Teachers both prior to the Consulting Teacher's participation in the program and during the Consulting Teacher's term of service.

6.2.8 The PAR Council will review the final report prepared by the Consulting Teacher and make a recommendation(s) to the Governing Board regarding the Experienced Teacher Participant's progress in the PAR Program.

6.2.9 The PAR Council is responsible for evaluating annually the impact of the PAR Program in order to improve the Program.

6.2.10 The PAR Council will determine the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.

6.3 Participating Teachers

6.3.1 A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.

6.3.1.1 **Beginning Teacher (BT) Participants**.

a. The PAR Program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) Program. A Beginning Teacher Participant is defined as any newly hired teacher eligible to participate in the Program.

b. All Beginning Teacher Participants will be assigned a trained Consulting Teacher from the PAR Program.

c. Guidelines for the Consulting Teacher will be approved and distributed by the PAR Council.

6.3.1.2 **Experienced Teacher Participants (ET)**

a. The purpose of participation in the PAR Program is to help veteran teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent unit members are required to participate in the PAR Program as a result of a final evaluation reflecting an overall rating of "Does Not Meet." A unit member who is already assigned to PAR and receives an overall rating of "Partially Meets" shall remain in the PAR program.

b. The decision of the Principal to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure. This Article does not expand nor diminish the unit member's ability to grieve an evaluation under Article 12 of the negotiated contract between the parties.

c. The Consulting Teacher may continue to provide assistance to the Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Council. The Participating Teacher shall have the right to submit a written response to the final report. The Participating Teacher shall also have the right to request a meeting with the PAR Council, and to be represented at this meeting.

d. The PAR Council will forward its final report including recommendations to the Governing Board.

e. The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq.

6.3.1.3 **Volunteer Teacher Participants (VT)**

a. A permanent unit member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The VT may terminate his/her

participation in the PAR program at any time without a requirement to give a reason for said request.

b. Unless requested by the VT, information obtained by the Consulting Teacher while working with the VT cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.

6.4 Consulting Teachers

6.4.1 A Consulting Teacher is a permanent unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:

6.4.1.1 At least three (3) years of recent experience in the District as a classroom teacher.

6.4.1.2 Demonstrated exemplary teaching ability.

6.4.1.3 Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.

6.4.1.4 Ability to communicate effectively both orally and in writing.

6.4.1.5 Ability to work cooperatively and effectively with others.

6.4.1.6 It is the intent of the District and the Association that Consulting Teachers shall be released full-time. It may, however, be necessary from time to time because of the number of teachers to be served, that a Consulting Teacher would not be full-time release. The PAR Council will make the decision if a Consulting Teacher is not to be released full-time. Consulting Teachers will have the same workday and year as specified in Article 5.

6.4.2 A Consulting Teacher provides assistance to Participating Teachers in improving instructional performance. This assistance will typically include:

6.4.2.1 Discuss performance goals created by the Evaluator with the Participating Teacher. Assist in developing an Individual Action Plan (IAP) or Individual Induction Plan (IIP) as appropriate.

6.4.2.2 Multiple observations of the Participating Teacher during periods of classroom instruction.

6.4.2.3 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.

6.4.2.4 Meet and consult with the Evaluator or designee of a referred Experienced Teacher (ET) Participant.

6.4.2.5 Demonstrate good teaching strategies and practices to the Participating Teacher.

6.4.2.6 Use school district resources to assist the Participating Teacher.

6.4.2.7 Monitor the progress of the Participating Teacher and maintain a written record.

6.4.3 **Consulting teacher positions will be filled as follows**:

6.4.3.1 A notice of vacancy will be posted at all sites and in the District Office.

6.4.3.2 Applicants shall submit an application form.

6.4.3.3 Applicants shall submit three (3) references from individuals who have direct knowledge of the applicant's abilities.

6.4.3.4 Consulting Teachers shall be selected by an affirmative vote of at least five (5) members of the Par Council after an interview process. A minimum of two (2) representatives of the PAR Council will conduct a classroom observation of all final candidates prior to their selection.

6.4.4 Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The Council will monitor the effectiveness of the Consulting Teachers and make decisions regarding their continuation in the Program. The PAR Council may request the removal of a Consulting Teacher from the position at any time because of the specific needs of the PAR Program, inadequate performance of the Consulting Teacher or other just cause. Request for removal shall be approved by an affirmative vote of at least five (5) PAR Council Members. The PAR Council Chairperson shall submit the request for removal to the Assistant Superintendent, Human Resources or designee.

6.4.5 The term of the Consulting Teacher shall be three (3) years with the option of serving for a fourth year subject to the approval of the PAR Council. A Consulting Teacher who has served a three-year or a four-year term may reapply after returning to the classroom for two (2) years.

6.4.6 In addition to the regular salary, Consulting Teachers shall be paid an annual stipend of 7½ % of their salary. In addition to their regular work year they may be required to work up to an additional ten (10) days and receive per diem compensation, provided the days have been pre-approved by the Assistant Superintendent, Human Resources and recommended by the PAR Council.

6.4.7 Upon completion of service as a Consulting Teacher, he/she will be returned to the position which he/she held prior to becoming a Consulting Teacher should such position be vacant. If the position is not vacant, the Consulting Teacher shall be returned to his/her former worksite.

6.4.8 Full-time Consulting Teachers shall have a caseload determined by a ratio of Consulting Teachers to Participating Teachers. Participating teachers include BT's, ET's, and VT's. This ratio is dependent on the amount of assistance provided to Participating Teachers as determined by the PAR Council.

6.4.9 The PAR Program encourages a cooperative relationship between the Consulting Teacher, Experienced Teacher Participant and the Principal with respect to the process of peer assistance and review. A minimum of three (3) Triad meetings shall be conducted during the school year.

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

6.4.11 The District agrees to indemnify and hold harmless any Association members on the PAR Council and Consulting Teachers from liability arising out of their participation in the PAR Program pursuant to California Government Code Section 810, et seq.

6.5 Expenditures for the PAR Program shall not exceed revenues provided by the District.

6.6 The day-to-day operations of the PAR program will be administered by a Coordinator appointed by the District. The Coordinator shall provide regular status reports to the PAR Council.

6.7 Nothing contained in this Article shall be construed to prohibit or limit in any way the District's right or ability to release probationary, temporary or substitute employees pursuant to any provisions of the Education Code or to institute disciplinary action against any employee including, but not limited to, any termination proceedings instituted pursuant to any provisions of the Education Code.

Article 7. Nondiscrimination

7.1 Employment Practices. The District and the Association agree that they shall not discriminate in employment practices on the basis of race, color, ancestry, religious creed, national origin, gender, sexual orientation, physical handicap, medical condition, or age (to age 70) or any other unlawful reason. Violations of this Article shall not be subject to the grievance procedures of this Agreement except where no other remedy exists.

Article 8. Negotiation Procedures

8.1 **Authority.** At a mutually agreeable time and place during the year in which this Agreement expires, the parties hereto shall commence the meeting and negotiation process in accordance with applicable law. Subsequent meetings shall take place at mutually agreeable times and places. Agreements reached shall be reduced to writing.

8.2 **Closed Meetings.** The meetings shall be closed to the public. Each party shall maintain its own minutes of the negotiation sessions and neither side shall take or permit tape recordings to be made of the sessions.

Article 9. Association Rights

9.1 Rights and Responsibilities. The Association shall have the right of access at reasonable times to areas in which employees work, the right to use designated institutional bulletin boards, mailboxes, and other means of communication, subject to reasonable regulation, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the Rodda Act.

9.2 Consultation Rights. The District agrees to consult with the Association prior to the staffing of any new schools. PSUSD shall provide PSTA, in writing, at least ten (10) days advanced notice of all new employee group orientations in which the newly hired public employees are advised of their employment status, rights, benefits, duties, and responsibilities, and other employment related matters, unless there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

During a group orientation the District will allow the Association sixty (60) minutes for orientation meetings of six hours or more, and forty-five (45) minutes for orientations less than six hours, to present information related to the Association's structure, provide association literature and/or membership forms, and all other items relevant to Association membership.

The District shall provide the Association with the name, job title, department, work location and work phone numbers of newly hired bargaining unit employees within (30) days of hire or by the first pay period of the month following the hire. The District shall provide the Association with the home telephone numbers, personal cellular telephone numbers, personal email addresses on file with the District and home addresses of newly hired employees within thirty (30) days of hire or by the first pay period of the month following the hire (if the employee has provided such personal information to the District) unless the employee has requested that such personal information be kept confidential and not forwarded to third parties. In addition, the District shall provide the Association with the above information for all members of the bargaining unit when requested subject to the limitation and restrictions set forth above.

9.3 Organizational Membership. The District recognizes the right of employees covered by this Agreement to form, join and participate in the lawful activities of employee organizations, and the District also recognizes that employees have the right to refuse to form, join, and participate in employee organization activities.

9.4 Release Time. The District shall provide twenty (20) days of release time to Association member(s) designated by the President per school year. The

Association may use an additional thirty (30) release days per year. These thirty (30) release days shall be charged to the Association at the regular substitute rate of pay.

9.5 President's Release Time

9.5.1 The Association President shall be released full time from his/her teaching assignment. The Association shall reimburse the District at 50% of Column 1, Step 6 and 50% of all other related costs.

9.5.2 Each year that the President is released, the President shall accrue one full year's credit toward STRS retirement if permitted by STRS/PERS and a full year's credit on the PSUSD salary schedule.

9.5.3 Upon returning to the classroom the President is entitled to return to his/her former school, but is not guaranteed his/her former assignment.

Article 10. Organizational Security

10.1 Any unit member who has joined or applied to join the Association may authorize the District to deduct Association dues. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

10.2 With respect to all sums deducted by the District pursuant to Sections 10.1, the District shall promptly remit such monies to the Association accompanied by an alphabetical list categorizing the payments as membership dues and indicating any changes in personnel from the previous list.

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

Article 11. Leaves of Absence

11.1 Definition. Leave of absence is hereby defined as any absence authorized by law or by advance approval of the Board of Education or the administrator delegated authority to approve such absences.

11.2 Renewal of Leaves of Absence

11.2.1 Leaves of absence for any purpose may not be renewed.

11.2.2 No later than March 1 of any given year, any teacher on leave of absence shall notify the Superintendent of Schools in writing of intent to return the following school year.

11.2.3 Any absence not so authorized shall be unexcused, and may be subject to disciplinary action up to and including termination.

11.3 Application for Approval of Leaves of Absence. Any certificated employee of the School District desiring a leave of absence (excluding 11.5, and 11.11) shall submit an application in advance as follows:

11.3.1 Applications for sick leave not to exceed ten (10) days; bereavement leave as authorized by law; religious leave; and personal necessity leave because of illness, death, or accidents involving employees or members of immediate family not to exceed three (3) days may be submitted to the respective principal or deputy superintendent for approval.

11.3.2 Applications for sick leave more than ten (10) days; personal necessity leave for purposes other than short-term family illness mentioned above; personal leave (20 or less days); sick leave for maternity purposes; jury service and subpoena leave shall be submitted to the Superintendent of Schools, or his designated representative for approval. The employee shall notify his immediate supervisor of his intentions.

11.3.3 Applications for all other leaves of absence, including personal leave (more than 20 days), military leave, opportunity leave, study leave and child rearing leave shall be submitted directly to the Board of Education through its Secretary for approval.

11.4 Position Upon Return From Leave. An employee returning from a leave of absence other than sick leave in excess of twenty (20) days is entitled to a position within the District covered by the employee's teaching credential, but not necessarily the same position held just prior to receiving the leave of absence. The provisions of this paragraph shall not apply to employees on sick leave. To the extent that the Family and Medical Leave Act (FMLA) applies to an employee returning from a leave of absence, the District shall comply with the provisions of the FMLA when placing a returning employee.

11.5 Sick Leave

11.5.1 **Definition**. Sick leave is a leave granted to an employee who is unable to assume and perform duties because of personal illness, injury and/or quarantine whether or not the absence arises out of, or in the course of, employment.

11.5.2 **Length of Sick Leave**. In each fiscal year an employee is entitled to ten (10) days of sick leave for illness or injury without loss of pay. Unit members on extended work year will accumulate additional sick leave in direct proportion to that of employees on regular work year. If an employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year. To sick leave accumulated in the District shall be added any sick leave transferred from another public school in California.

11.5.3 **General Provisions**

11.5.3.1 An employee serving less than a full school term or on a part-time basis shall be entitled to sick leave in the proportion that the time served bears to a full school term of full-time service.

11.5.3.2 The District reserves the right to determine and ascertain the verity of the facts or conditions causing the employee to remain away from duty. In the event of absence due to illness for a period of five (5) days or less, the employee shall file with the school principal or supervisor a statement in writing, as to the reason for the absence and the general nature of the illness. An employee absent from duties exceeding five (5) working days on account of illness or injury shall, upon return to work, present to the appropriate principal or supervisor a certificate from a competent medical authority certifying physical and emotional competency to return to service. Failing in the presentation of such a certificate when the illness has been for a period of more than five (5) working days, the employee shall not be allowed to resume employee's duties and shall have said employee's pay warrant withheld as of the date of first occurrence of applicable absence. The employee shall receive withheld warrants upon the filing of the required medical certificate and the approval of the school principal or supervisor.

11.5.3.3 The District reserves the right to require proof of illness. Further, the District may refer any claim for sick leave benefits to a competent medical authority designated by the District, at District expense, for a decision as to the eligibility of the employee for said benefits. If the employee objects in writing to the doctor chosen by the District, the District shall provide a list of three doctors from which the employee shall choose one.

11.5.3.4 The District further reserves the right, irrespective of whether or not sick leave benefits have been claimed or received, to require a health examination by a competent medical authority, at District expense, of any employee whose physical or mental health, in the judgment of school officials, is such as to endanger the health, safety or welfare of pupils subject to the supervision of said employee. If the employee objects in writing to the doctor chosen by the District, the District shall provide a list of three doctors from which the employee shall choose one.

11.5.3.5 No employee shall be entitled to sick leave benefits while absent from duty on account of any of the following:

a. Sickness or disability sustained while on leave of absence.

b. Disability or illness to the family, relative or friend of the employee except as provided in the Education Code, relating to emergency leave.

11.5.4 **Compensation**. When an employee is absent from duty on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee by the District, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the position during the absence; however, in no event shall the amount deducted from the regular teacher's salary exceed the cost of a regular or long-term substitute. In any given fiscal year, the computation of the five (5) school months shall begin with the date of expiration of accumulated sick leave, if any. If an employee with a long-term illness is in a position for which no substitute is assigned, the amount of the salary due the employee for any month in which the absence occurs shall be the difference of the cost of a long-term substitute or the difference of the cost of the YRE teacher sub rate.

11.6 Catastrophic Leave

11.6.1 To be an eligible participant of the Catastrophic Sick Leave Bank ("Bank"), a bargaining unit employee or certificated management employee must donate one (1) day of sick leave during the open enrollment period. If the total number of days in the Bank exceeds 500 on the first day of September of any year, members who have previously donated will be exempted from donations that year. Total withdrawal from the Bank in any one-year will not exceed 200 days, however, the Committee may vote to exceed the 200 days if the need arises.

11.6.1.1 New members wishing to enter the Bank will be required to donate one (1) day during the open enrollment period in the year they join regardless of the total number of days in the Bank.

11.6.2 The sick leave day contribution will be authorized on the appropriate form and continue from year to year under the provisions addressed below until canceled by the certificated employee. No sick leave may be surrendered or drawn for the purposes of summer school.

11.6.3 Following the initial enrollment, a certificated employee may only join the Bank during the annual open enrollment period during the month of September. Employees hired after September 1 will have an open enrollment period of thirty (30) days following the date of hire.

11.6.4 Certificated employees otherwise eligible for catastrophic sick leave during the initial open enrollment period may apply for a donation from the Bank without making a prior donation.

11.6.5 Donations of sick leave days to the Bank shall be irrevocable. Sick leave that is donated under this section shall be deducted from accrued sick leave authorized under section 11.5.2 above.

11.6.6 A catastrophic injury or illness shall be defined as: Any injury or illness which may incapacitate a certificated employee for an extended period of time (in excess of sixty (60) consecutive calendar days) based upon competent medical opinion. Request for catastrophic leave should be made within the first twenty (20) workdays of leave. This may be waived by the Committee under extenuating circumstances.

11.6.7 The first fifteen (15) days of illness or disability must be covered by the employee's own sick leave, differential pay or leave without pay. After fifteen (15) days, employees who have exhausted their sick leave but still have differential leave available are eligible for a withdrawal from the Bank. The District shall pay the employee's full pay and the Bank shall be charged one sick leave day. Differential leave runs consecutively with catastrophic leave. The employee may use the remaining differential leave after exhausting the catastrophic sick leave.

11.6.7.1 Leave from this Bank may not be used for illness or disability for which the certificated employee is receiving Workers' Compensation benefits.

11.6.7.2 The maximum number of days allowed for a member of the Bank for a single catastrophic injury/illness shall not exceed forty (40) workdays. If there are insufficient days in the Bank, there is no obligation to grant leave hereunder, in whole or in part. Neither the District, Association and/or Committee shall be legally responsible if there are insufficient days in the Bank to provide a catastrophic sick leave donation.

11.6.8 The certificated employee who receives leave from the Bank shall furnish all requested medical information deemed necessary by the Joint Catastrophic Sick Leave Bank Committee (to be referred to as the Committee, as defined in section 11.6.11). The Committee determines the certificated employee's eligibility to receive donated leave under this section. Upon request by the Committee, the certificated employee shall submit a "Certificated Sick Leave Bank Request for Withdrawal" form for the release of medical information to determine the right to receive leave from the Bank.

11.6.9 A certificated employee who wishes to donate sick leave shall submit a "Certified Sick Leave Bank Deposit" form to the Human Resources Office. This form authorizes the donation to the Bank. No surrender shall go into effect until approved by the Joint Catastrophic Sick Leave Bank Committee. The decision of the Committee shall not be subject to the grievance procedure, but may be reviewed upon appeal to the committee.

11.6.10 A certificated employee who has submitted a request to donate sick leave, and a certificated employee who receives leave from the Bank, shall each execute an agreement satisfactory to the committee. The agreement will confirm understanding of each that the donation of sick leave is voluntary. The agreement will also provide that each certificated employee agrees to indemnify and hold the Committee, the District and the Association harmless from any claims, demands, or causes of action related to the donation or to the granting or denial of any leave pursuant to this article.

11.6.11 No action taken by the Committee under this section shall be subject to the grievance procedure of this Agreement. The Committee shall be composed of four (4) members, two (2) of which are appointed by the District and two (2) of which are appointed by the Association. Committee members must be members of the Bank. A certificated employee dissatisfied with any action taken or decision made by the Committee concerning the Catastrophic Leave Plan herein provided may submit a request for an appeal for reconsideration with additional supportive documentation. No request for appeal shall be considered by the Committee unless the request for appeal is submitted no later than ten (10) days after the action or decision in question. A tie vote represents a denial of the request. The Committee shall have no jurisdiction to hear any request which is not submitted within the required time frame.

11.6.11.1 The Committee shall review, in a timely manner, matters that are submitted to it. The Committee shall prepare a written report regarding the matter submitted to it.

11.6.11.2 The Committee shall be responsible for informing certificated employees of solicitation for donations earmarked for the Bank.

11.6.12 If any provision of this section is held to be unlawful then this entire section shall be null and void. The section supersedes any obligation of the District under Education Code section 44043.5.

11.7 Leave for Maternity Purposes

11.7.1 Bargaining Unit Members who give birth to a child shall receive up to six (6) weeks of paid leave during the school year in which the Bargaining Unit Member gave birth. Paid Leave shall be allowed during consecutive work-weeks within the same school year and cannot be continued from one school year into the next school year. This leave shall not be deducted from unit member's accrued sick leave.

11.7.2 **Procedure**

11.7.2.1 Any employee of the District in a position requiring certification, who is regularly employed and becomes pregnant, shall submit a signed statement from a physician duly licensed to practice medicine in the State of California, designating the date up to which the employee could safely work and should cease her services to the District.

11.7.2.2 Any employee wishing to use sick leave for maternity purposes shall submit a signed statement from a physician duly licensed to practice medicine in the State of California designating the date up to which the employee could safely work which shall include a designation of the approximate date of delivery.

11.7.3 **Compensation Following Pregnancy**. An employee shall be expected to return to work after exhausting the leave set forth under 11.7.1 unless she complies with the following:

11.7.3.1 If, during postnatal recuperation, the employee's attending physician feels additional sick leave must be granted, the employee will supply the District with such written notification and thereafter follow the District's regular sick leave policy.

11.7.3.2 Certificated employees wishing to extend their maternity absence shall do so by applying for personal leave.

11.7.4 **Unpaid Child Rearing Leave**

A unit member shall request and be granted leave without pay for child rearing purposes. This leave shall be granted for the remainder of the school year when the request is made and upon request, the following school year.

11.8 Industrial Accident and Illness. Each employee who is injured or contracts an illness as a result of his employment is entitled to the following:

11.8.1 Allowable leave for industrial accidents and illness shall be for not more than sixty (60) days in any one fiscal year for the same accident, when the employee would otherwise have been performing work for the District.

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

11.8.3 Allowable leave shall commence on the first day of absence.

11.8.4 In accordance with applicable law an employee shall not be entitled to receive wages or salary from the District which, when added to workers' compensation disability benefits, will exceed a full day's wages or salary. If such is the case, the employee shall endorse his temporary disability checks payable to the Palm Springs Unified School District.

11.8.5 Allowable leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

11.8.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.8.7 When this leave is exhausted and provided that the employee continues to receive a temporary disability indemnity, said employee shall be entitled to use only so much of said employee's accumulated sick leave, compensating time, or other leave which, when added to the workers' compensation award, will equal a full day's pay.

11.8.8 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of the employee's position, said employee shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. As positions become available said employee shall be hired first, except for those who might be on a reemployment list established because of lack of work or funds. In such cases appropriate seniority provisions will govern.

11.9 Personal Necessity Leave

11.9.1 **Number of Days**. Employees are allowed up to seven (7) days per school year for personal necessity leave. Such days shall be deducted from and only be given if earned sick leave days credit is available at the time of use.

11.9.2 **Authorization**. The employee shall submit a Leave Request form to their immediate supervisor in advance of the leave, unless circumstances make prior notice impractical. In the event circumstances prevent prior notice, the employee shall file a Leave Request form with their immediate supervisor within five (5) school days upon return.

11.9.3 **Definition**. Personal necessity leave shall be granted to an employee for the following reasons:

11.9.3.1 Death or serious illness of a member of an employee's immediate family.

11.9.3.2 Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

11.9.3.3 Under circumstances which are: serious in nature; involve requirements which the employee cannot reasonably be expected to ignore; and requires the attendance of the employee during working hours.

11.9.3.4 The birth of a child making it necessary for an employee who is the father of the child, or the adoption of a child making it necessary for an employee who is an adopting parent of the child, to be absent during assigned hours of service is applicable.

11.9.3.5 Immediate family as used in this Section means the mother, father, brother, sister, husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, grandmother or grandfather of the employee or the employee's spouse or domestic partner or any other person living in the household. With respect to the use of this leave pertaining to a death, where bereavement leave is applicable, it shall be used first and personal necessity leave thereafter if applicable.

11.9.4 **Exception**. Personal necessity leave shall not be granted during a scheduled vacation or a leave of absence.

11.10 Bereavement Leave

11.10.1 **Definition**. A bereavement leave is a paid leave granted to an employee because of bereavement resulting from the death of any member of the employee's immediate family, which includes the father, mother, brother, sister, husband, wife, domestic partner, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, grandchild, brother/sister-in-law, grandmother or grandfather of the employee or employee's spouse or any person living in the household.

11.10.2 **Length of Leave**. Every member employed for at least 30 days shall be granted up to five (5) days of bereavement leave upon the death of a family member. Bereavement leave must be completed within three (3) months of the date of the death. Members may make a request to use additional accrued, unused personal leave or paid sick leave to the

Assistant Superintendent of Human Resources or his/her designee for approval. Requests for exemptions to bereavement leave shall be submitted to the Assistant Superintendent of Human Resources or his/her designee for approval.

11.11 Study Leave

11.11.1 **Definition**. A study leave is a leave that is granted to enable an employee to pursue a program of study at an accredited institution of higher learning (collegiate grade) or travel. The courses or travel undertaken must relate to the present or prospective service of the employee, or must qualify him for a higher credential or degree. An employee, upon request of study leave, will include a program itinerary and will submit a follow-up progress report upon his return from leave.

11.11.2 **Length of Leave**. Leave may be granted for one-half or one full assigned work year.

11.11.3 **Compensation**. No salary will be paid by the District for the period covered by the leave.

11.11.4 **General Provisions**

11.11.4.1 The employee must hold permanent status on the effective date of the leave.

11.11.4.2 In order to be eligible, the employee must have served satisfactorily during the year immediately preceding the requested leave (1) a minimum of one hundred thirty-five (135) teaching days, exclusive of other leaves of absence, if full-time, or (2) seventy-five percent (75%) of time assigned, but not less than ninety (90) days, if a part-time employee.

11.12 Jury Service

11.12.1 **Compensation.** Certificated employees shall receive their regular salary from the District but shall pay to the District any fees that have been received for jury service, exclusive of expenses involved.

11.13 Opportunity Leave

11.13.1 **Definition**. An opportunity leave is a leave granted to a permanent employee in order that the employee may accept a position other than with the District that will result in the employee being able to render more effective service to the District upon cessation of leave. The Association recognizes that the District can and will request a written explanation for the request of opportunity leave. The District can refuse a request if it determines that better service will not be rendered.

11.13.2 **Length of Leave**. The leave shall not exceed one (1) year in duration.

11.13.3 **Compensation.** No compensation will be paid to the employee by the District while on an opportunity leave.

11.14 Personal Leave--Nonpayment of Salary. A personal leave for reasons other than those stated under Personal Necessity Leave, may be granted by the Superintendent for a period of time not to exceed twenty (20) working days or by the Board of Education for periods of time in excess of twenty (20) working days. No compensation will be paid by the District for the period of personal leave specified in this Section.

11.15 Religious Leave. In each fiscal year, an employee is entitled to one (1) day of religious leave without loss of pay. If an employee does not take the leave allowed in any one fiscal year, the leave not taken shall not accumulate from year to year. Such leave shall be granted only where attendance at said employee's place of work would make impossible observance of that holiday by the religious worship called for by such employee's faith.

11.16 Fringe Benefits While on Leave. The District shall provide to all certificated employees on unpaid leave the existing fringe benefit package provided that the employee on leave reimburses the District for the cost of the package. Reimbursement shall be made at the same time premiums or other payments are due.

11.17 Adoption Leave. A unit member who adopts a child may use up to thirteen (13) days of accumulated sick leave as additional personal necessity days for purpose of the adoption.

11.18 Military Spouse: Home on Leave (AB 392). An employee whose military spouse is home on leave from a military conflict may request and be granted up to ten (10) days of unpaid leave. An employee must provide a copy of the written orders of the spouse's military leave within two business days of receiving official notice.

11.19 New Parent Leave. The District will apply the California Family Rights Act (CFRA) to first year teachers who have become the parent of a child so that such members may use up to thirteen (13) days of accumulated sick leave for the purpose of helping their partner and/or bonding with the child.

Article 12. Procedures for Evaluation

12.1 **Guidelines for Distribution**. The Assistant Superintendent, Human Resources will forward evaluation guidelines to all school sites and/or departments within the first twenty-five (25) school days of a school year. Also within the first twenty-five (25) school days of the school year, site administration will meet with certificated personnel scheduled to be formally evaluated in order to assign the evaluator and to review the evaluation process and documents.

12.2 **Frequency**. Every probationary employee shall be evaluated at least once each school year and every permanent certificated employee shall be evaluated at least once every other year. With respect to permanent certificated employees, only employees that have received an evaluation that is not satisfactory shall be formally evaluated more than every other year. Nothing in this article shall be construed to limit in any way the right of the District to conduct classroom observations or perform other evaluation activities including but not limited to evaluation other than formal evaluation. The evaluation forms and timelines are set forth in Appendix G.

12.3 **Five Year Cycle.** Permanent certificated employees who have been with the District at least ten (10) years and whose recent evaluation ratings have met or exceeded satisfactory may be evaluated at least every five (5) years, provided the employee and his/her primary evaluator consent. The certificated employee or the evaluator may withdraw consent at any time and return to the at least every other year cycle. A conference shall be scheduled prior to the return to the two-year cycle. Certificated employees who are teaching in the current core academic areas defined in the ESEA shall also be required to meet the definition of "highly qualified" as stated by the Act.

12.4 **Self Assessment**. Permanent unit members who meet the standards will have the option of an alternative evaluation model every two (2) years. The evaluator and evaluatee will meet to develop the model. If an agreement is not reached, the evaluation will proceed using the California Standards for the Teaching Profession.

12.5 **Final Conference**. Evaluator and evaluatee, before the end of the unit member's assigned work year, will have held at least one personal conference to evaluate the evaluatee's total program and accomplishment of his/her program objectives.

12.6 **Final Report**. Before the end of the unit member's assigned work year evaluator and evaluatee submit the final evaluation.

12.7 **Request for Second Evaluator or Evaluation**. Any permanent certificated employee scheduled to be evaluated may ask for and receive an evaluation by a different administrator **who will not consult with any other evaluators**. Under this situation the District may, but need not, conduct both evaluations. In any event, the request for evaluation by a different administrator must be submitted within

ninety (90) school days of the beginning of the unit member's assigned work year. The administrator assigned to perform the requested evaluation may be either another administrator at the same school site or any other administrator assigned to the same school level as the employee being evaluated. **The final evaluation document will be completed by the Assistant Superintendent, Human Resources or his/her Human Resources designee. The primary evaluator will conduct the Final Evaluation Conference and generate the Final Evaluation Conference Summary.**

12.8 **Notice Not to Reemploy**. The Assistant Superintendent, Human Resources will give initial notice to any person of the District's intent not to reemploy in accordance with applicable law. This must be a written communication, with statement of charges that will be given when required by, and in conformity with, applicable provisions of the Education Code.

12.9 **Nonemployment Notice**. The Assistant Superintendent, Human Resources will provide to the employee written final notice of nonemployment in accordance with applicable law.

Article 13. Class Size

13.1 Class Size Provisions. By the beginning of the twentieth (20th) school day of the school year for elementary and the twentieth (20th) school day of each semester of secondary, every effort will be made to distribute the pupil population evenly among the regular classrooms on any given site. As additional pupils enroll, they shall, whenever possible, be placed in the classroom with the lowest enrollment. It is recognized that class sizes may vary from site to site across the district due to, among other things, boundary lines and population trends within the community.

a) The school site class size average in grades K-3 shall not exceed 26 to 1. Beginning on the twentieth (20th) school day, if an individual class in grades K-1 exceeds 24, the unit member shall be compensated at $10.00 daily for each student over 24 up to a maximum class size of 26. Beginning on the 20th school day, if an individual class in grades 2-3 exceeds 24 the unit member shall be compensated at $10.00 daily for each student over 24 up to a maximum class size of 28. This provision constitutes an alternatively negotiated Grade Span Adjustment average per Education Code Section 42238.02.
b) Beginning on the twentieth (20th) school day, if an individual class in grades 4-5 exceeds 32 students, the unit member shall be compensated at $10.00 daily for each individual student over 32.
c) Beginning on the twentieth (20th) school day of each semester, if an individual Math, Language Arts, Social Studies, or Science class in grades 6-8 exceeds 35 students, the unit member shall be compensated at $5.00 daily for each of the first three (3) students over with an additional compensation of $10.00 daily for each individual student beyond the third student of overage.
d) Beginning on the twentieth (20th) school day of each semester, if an individual Math, Language Arts, Social Studies, or Science class in grades 9-12 exceeds 36 students, the unit member shall be compensated at $5.00 daily for each of the first three (3) students over with an additional compensation of $10.00 daily for each individual student beyond the third student of overage.
e) Beginning on the twentieth (20th) school day, if an individual PE class in grades TK-5 exceeds 45 students, the unit member shall be compensated at $5.00 daily for each of the first three (3) students over with an additional compensation of $10.00 daily for each individual student beyond the third student of overage. During inclement weather, the site administrator shall make every effort to provide indoor accommodations for individual PE classes.
f) Beginning on the twentieth (20th) school day of each semester for grades 6-12, if an individual PE class (excluding Athletic PE) in grades 6-12 exceeds 58 students, the unit member shall be compensated at $5.00 daily for each of the first three (3) students over with an additional compensation of $10.00 daily for each individual student beyond the third student of overage.

Site administration shall seek volunteers, if available, for additional students before placing such students into classrooms.

Performing Arts and Elective courses are not subject to these individual class size payment provisions.

13.2 Elementary General Education Combination Classes: The District shall make every effort to minimize the creation of combination classes exclusive of alternative education, such as, independent study and virtual learning programs. To avoid combination classes the site administrator and PSTA President (or designee) shall mutually agree in writing on a higher class size than listed 13.1. Every student over the maximum class size limit must be mutually agreed upon. Either party may initiate the request to exceed the maximum class size limit as noted in 13.1. For each student over the maximum class size limit, the unit member will be compensated as set forth in 13.1.

13.2.1 Bargaining Unit Members assigned to a general education combination classroom (excluding alternative education), for at least 30 days, will receive a stipend of 5% (see Appendix Stipends).

13.2.2 When combinations are necessary, volunteers shall be sought first among unit members in the affected grade levels.

13.3 Computation of Staffing Ratios. Portions of part-time nonteaching positions will not be counted in computing staffing ratios.

13.3.1 **Chairpersons**. Elementary, middle and high school department or grade level chairs will be assigned as needed. The department or grade level staffs will participate in their selection.

Article 14. Safety Conditions of Employment

14.1 **Enforcement Authority**. The District shall comply with applicable health, safety and sanitation requirements. The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (Cal/OSHA). Enforcement and rulemaking authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards.

14.1.1 Each school shall adopt a comprehensive school safety plan and review and update its plan annually as required by law, such plans will be accessible on the District webpage.

14.2 **District Safety Committee.** Palm Springs Teachers Association shall have the right to appoint three (3) members to the District Safety Committee. The Committee will meet at least four (4) times a year with additional meetings as determined by the Committee.

14.2.1 School Safety Committee. Each school site will establish a School Safety Committee. The Committee shall discuss and review matters concerning school safety, including, but not limited to, supporting the development of the site Comprehensive School Safety Plan, review of the schoolwide discipline plan, overview of security measures, and review of open and completed work orders relative to unsafe facility conditions (e.g. uneven walkway). Members of the School Safety Committee will be selected from a pool of volunteers by the site administration.

14.3 The District will provide a safe workplace for unit members. A unit member noting unsafe physical conditions at his/her worksite shall report the condition to the principal or site supervisor as soon as possible. The principal will respond within five (5) workdays. If the problem is not corrected, the unit member may appeal the matter to the Superintendent or designee for resolution. The Superintendent/Designee will provide a written decision within ten (10) business days.

14.4 A teacher may suspend a student from their class for the day of the suspension and the day following for any of the acts enumerated in Education Code Section 48900 in compliance with Education Code Section 48910.

14.4.1 The Unit Member shall immediately report the suspension to the site administrator in writing and send the pupil to the site administrator for appropriate action. The Unit Member will attempt to conference (in-person, by phone, or a virtual meeting) with a parent or guardian. If the Unit Member is unable to successfully conference with the parent or

guardian, the Unit Member will provide verifiable evidence demonstrating at least two attempts to conference with parent or guardian.

14.4.2 The District will notify teachers of students assigned to them who are known to have committed acts prohibited by Education Code Section 48900. The District shall notify teachers of students whose violations involve acts of violence or threats of violence within five (5) instructional days.

14.5 Teachers may recommend to the site administrator, with appropriate documentation, alternate placement or exclusion of a student whose violent behavior threatens the safety of other students or the teacher. Site Administrator shall respond to the teacher's written recommendation within ten (10) workdays. If the Site Administrator does not follow the teacher's recommendation, the Site Administrator shall provide the teacher with its reasons in writing.

14.6 Should a Unit Member be attacked, assaulted, or menaced by any person, including harassment by means of an electronic device in the course of employment, the Unit Member shall report the incident orally and in writing to the immediate supervisor. The District shall comply with any reasonable request from the Unit Member for information in its possession relating to the incident or the persons involved when legally permissible.

14.6.1 Unit Members are obligated to prepare any report(s) required by the District relating to such incidents.

14.6.2 The Site Administrator shall communicate to the affected employee, within ten (10) work days, what action has been taken or is being considered by the District with respect to the incident in question, subject to any legal, privacy and/or safety considerations.

14.7 Bargaining Unit Member(s) shall not transport students in private vehicles as a function of your role as a District employee.

14.8 Each Unit Member shall receive an annual review of the Palm Springs Unified School District Workplace Violence Prevention Plan, which will include any updates.

14.8.1 In addition to an annual review, all bargaining unit members shall have access to in-person, de-escalation and restorative practice professional development.

14.9 A Unit Member may request reimbursement of damaged or stolen personal property by contacting Risk Management.

14.10 At the beginning of each school year, and as updated, site administration shall discuss and review the Parent Student Handbook, and behavioral guidelines with staff and how they are applied at the site.

14.11 All Unit Members shall be provided with confidential communication informing them of any student(s) on their roster with an Individualized Education Plan, an Individualized Health Plan, and/or a 504 plan. Unit Members shall receive the aforementioned information from the case manager within ten (10) school days from the first day of the students' attendance unless the information is not available to the site. Any modifications or changes made to the plans mentioned above must be provided to impacted Unit Members by the case manager after approval by the given team within ten (10) school days. If the Unit Member has concerns with the timeliness of the information being provided, the Unit Member may address the concern with the site administrator.

14.12 Cleaning and Disinfecting:

14.12.1 The District shall ensure that all classroom spaces, including student desks, restrooms, common spaces, and workspaces are cleaned on a regular basis. Upon request, unit Members shall be provided the cleaning schedule each school year and an updated copy, as permanent route changes are made. If the cleaning schedule is not being adhered to, a Unit Member may report the issue to site administration.

14.12.2 Disinfecting products and hand sanitizer shall be provided to unit members upon request.

14.13 Ventilation:

14.13.1 HVAC units shall be maintained with scheduled filter replacement.

Article 15. Grievance Procedures

15.1 Definition. A grievance shall mean a written complaint by an employee covered hereby or by the Association that there has been an alleged violation, misinterpretation or misapplication of a provision of this Agreement. Hereinafter, the term "grievant" shall include either the employee or the Association, whichever is applicable.

15.2 General Provisions

15.2.1 Every employee shall have the right to present grievances in accordance with these procedures with or without representation by the Association. Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with an agent of the District and having it resolved without intervention or representation by Association representatives.

15.2.2 In any instance where the Association is not participating in a grievance, the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

15.2.3 The failure of the grievant or the grievant's representative to act within the prescribed time limit stated in this Article will act as a bar to any further appeal. The failure of the District or its agent to give a decision within the time limits shall permit the grievant to proceed to the next step.

15.2.4 Hearings and conferences under this procedure shall be conducted at a time and place that will afford an opportunity for all persons entitled to be present to attend. When such hearings and conferences are held during the regular workday, all employees whose presence is required shall be released without loss of pay for those hours they are required to attend such hearing or conference.

15.2.5 Any investigation or other handling or processing of any grievance by a grievant or the grievant's representative shall be conducted in a manner that minimizes interruption and interference with the instructional program.

15.3 Levels in the Grievance Procedure

15.3.1 **Informal Level**. Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor. Such conference as well as, actual formal filing of a written grievance in the event the conference

does not resolve the problem, must take place within the applicable time limits set forth in section 15.3.2 (first level) below.

15.3.2 **First Level**. Within twenty (20) school days of the unit member's assigned work year from the date the grievant knew or should have known of the occurrence of the event giving rise to the grievance, the grievant must file in writing with grievant's immediate supervisor a report of grievance. This report must describe the event giving rise to the grievance, must list the specific provisions of this Agreement which were allegedly violated, and must state the remedy sought by the grievant. The grievant must sign the report of grievance. The grievant's immediate supervisor must respond with a written decision within twenty (20) school days following the receipt of the grievant's report of grievance.

15.3.3 **Second Level**. In the event that the grievance is not considered by the grievant to be satisfactorily resolved at the first level, the grievant may appeal to the Superintendent or designee, by transmitting to the Superintendent's office within twenty (20) school days following receipt of the Level I reply, a copy of the original report of grievance and a copy of the Level I reply with the notation that the grievant is appealing to Level II. The Superintendent or designee must respond with a written decision within twenty (20) school days. The Association may, when filing an Association grievance, commence the grievance at the second level.

15.3.4 **Third Level**. In the event that no decision is communicated within twenty (20) days, or the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) school days request in writing that the Association submit the matter to final and binding arbitration.

If the Association decides to submit the grievance to arbitration, it will so notify the grievant and District within twenty (20) school days of such request. The parties shall then be governed by the rules of the American Arbitration Association in the selection of the arbitrator and the conduct of the arbitration hearing unless otherwise agreed to in writing.

The arbitrator shall have no authority to add to, delete or amend the terms of the agreement.

Costs of the arbitrator, including fees and expenses, shall be shared equally by the Association and the District. Other expenses, including witness fees, if any, shall be borne by the party incurring them.

Article 16. Transfers

16.1 Definitions.

16.1.1 A **transfer** is a change of work location between schools or other education facilities.

16.1.2 A **voluntary transfer** is one in which the transfer proceedings are initiated by the unit member.

16.1.3 An **involuntary transfer** is one in which the transfer proceedings are not initiated by the unit member.

16.1.4 A **reassignment** is a change of department(s) (secondary, 6-12) or grade level(s) (elementary, TK-5) at a worksite.

16.1.5 A **vacancy** is a bargaining unit position the District has decided to fill through either transfer or the employment of a certificated employee.

16.2 Notice of Vacancies.

16.2.1 Bargaining unit vacancies shall be advertised in the District's central office. In addition, all unit members will be notified of vacancies by District email. These will be posted at the school site. Each notice of vacancy shall specify the site, subject, and/or grade level, and work year of the vacant position. The notice shall specify a deadline for transfer request, which shall not be less than five (5) workdays from the initial date of the posting. The Association President shall be provided a copy of the notice of vacancy.

16.2.2 The District is exempt from posting vacancies five (5) workdays prior to the first day of school and five (5) workdays after the first day of school in order to place a teacher in a class as close to the beginning of the school year as possible.

The voluntary transfer window for each school year will close on the thirtieth (30) day of instruction. If a vacancy opens after this date, the position would be filled using a temporary employee for the remainder of the school year. The vacancy will be posted and filled as outlined in Section 16.3 for the following school year. The temporary employee is not eligible to compete during the voluntary transfer process, but may apply after the window has closed should the opening continue to exist.

16.3 Voluntary Transfers

16.3.1 Unit members who submit timely application to be considered for a posted vacancy shall be interviewed prior to applicants from outside the District.

16.3.2 Unit members denied a voluntary transfer for a specific vacancy shall be provided the reason(s) for the denial in writing upon written request to the Human Resources Department.

16.3.3 Unit members who believe that they were unfairly denied a transfer shall have the right to request a review of the transfer decision by the Association. The Assistant Superintendent, Human Resources and not more than two (2) Association representatives designated by the Association President, shall attempt to informally resolve unit member appeals, provided that the Association requests a review within fifteen (15) working days of the employee's notice of non-selection for a posted vacancy.

16.3.3.1 In the event the matter is not resolved informally within ten (10) working days, (or longer by mutual agreement), the matter may be referred to the grievance procedure at Level II.

16.3.4 The filing of a Request for Transfer shall not jeopardize the employee's current assignment. A request for transfer may be withdrawn by the employee applying for the transfer at any time, unless the teacher has accepted an offered transfer.

16.4 Involuntary Transfers

16.4.1 **Involuntary transfers as a result of changes in enrollment.** Involuntary transfers to accommodate a change in school enrollment necessitating either the addition or deletion of staff shall be made following these procedures:

16.4.1.1 The District shall first attempt to add or delete staff by transferring qualified unit members who have volunteered to transfer.

16.4.1.2 In the event the staff adjustment(s) cannot be accomplished by transferring qualified unit members who have volunteered to transfer, the selection of which unit member(s) are to be transferred shall be based on:

a. Scope of credential(s),
b. Experience and ability(ies), and
c. Program need.
d. In the event a. through c. are essentially equal, the District shall transfer the least senior unit member meeting the criteria of a. through c.

16.4.2 **Other Involuntary Transfers.** The District may make involuntary transfers at any time for any of the following reasons:

16.4.2.1 To establish or maintain necessary capabilities at any school for bilingual instruction, or any other form of specialized program.

16.4.2.2 To provide an employee with an opportunity to have his performance appraised in a different context or by a different evaluator.

16.4.3 In making involuntary transfers, the District shall follow these procedures:

16.4.3.1 The Human Resources Office shall notify the employee in writing of the District's intent to transfer the employee and the reason(s) for the intended transfer.

16.4.3.2 Unit members who believe that they were involuntarily transferred unfairly shall have the right to request a review of the transfer decision by the Association. The Assistant Superintendent, Human Resources and not more than two (2) Association representatives designated by the Association President, shall attempt to informally resolve unit member appeals, provided that the Association requests a review within fifteen (15) working days of the employee's notice of intent to involuntary transfer.

16.4.3.3 In the event the matter is not resolved informally within ten (10) working days, (or longer by mutual agreement), the matter may be referred to the grievance procedure at Level II.

16.5 Reassignment. Reassignment requests shall be considered by the site principal prior to the District's posting of vacancy. In making reassignment decisions, the principal shall consider the needs of the school's program, the credential(s) of the unit member(s), the unit member(s) experience and abilities, and the wishes of the unit member(s).

16.6 District Rights. The District reserves the right to make any reassignment or transfer of an employee to any position within the classification of that employee in any field in which the employee's credential or certificates authorize service subject to the procedures set forth herein.

16.7 Promotional Vacancies. Where vacancies exist within the District in positions that are regularly considered as potential promotional opportunities for bargaining unit members, such vacancies shall be posted by position and site. Such vacancies shall include, but not be limited to, Teachers on Special Assignment and Counselors.

16.8 Teachers on Special Assignment (TOSAs) assigned to the District Office shall reapply for their positions no later than every four (4) years. Upon completion of service as a TOSA assigned to the District Office, he/she will be returned to the position which he/she held prior to becoming a TOSA assigned to the District Office should the position be vacant. If the position is not vacant, the TOSA shall be returned to his/her former worksite.

Article 17. Discipline Short of Dismissal

17.1 The Association recognizes that the District has the right and responsibility to take disciplinary action when there are instances of unprofessional conduct relating to Education Code 44939, 44940 and/or 44942.

17.2 In exercising this responsibility, the District agrees to progressive discipline, except where the severity of the offense requires otherwise. In all instances, the discipline applied must relate to the severity of the offense, be for just cause, and include due process.

17.2.1 The District shall notify the Association, in writing, and concurrently with notification to the unit member of any contemplated disciplinary action. The notice shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District, and a statement of the rules, regulations, or statutes which the unit member is alleged to have violated. A unit member shall not be disciplined for any violation of rules, regulations or statutes of which the employee has not been apprised. All information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.

17.3 Progressive discipline shall include the following:

17.3.1 Level 1 - Verbal warning from site and/or District administrator.

17.3.1.1 Verbal warning shall specify the conduct that may need to be modified, containing suggestions for modification and advising the unit member of the next level of discipline.

17.3.2 Level 2 - Written warning from site and/or District administrator.

17.3.2.1 Written warnings shall specify the conduct that may need to be modified, containing suggestions for modification and advising the unit member of the next level of discipline.

17.3.3 Level 3 - A written reprimand may be issued for a repeated infraction or violation. In that event, the unit member may, pursuant to Education Code section 44031, respond in writing and have that response attached to the reprimand and placed in the file.

17.3.4 Level 4 - Suspension, without pay, up to 10 days, or other corrective disciplinary action(s) consistent with the type of offense based upon the severity of the offense(s).

17.3.5 Notice of Suspension and Right to Grieve/Arbitrate. When an employee is given notice of a suspension, he/she shall be given concurrent notice of his/her right to grieve beginning at Level 2 as provided in Article 15.

He/she must initiate the grievance within twenty (20) days of the receipt of said notice. If the employee is not satisfied at this grievance level, he/she may take the case to binding arbitration as provided in Article 15. The employee shall be given notice of his/her right to be represented by PSTA.

17.3.6 Except as disciplinary actions may be introduced in support of actions taken under Education Code sections 44932 and 44944, this Article shall not be construed as modifying those provisions or dismissal for cause.

17.3.7 Immediate suspension may be made for those reasons specified in Education Code section 44939; however, such suspension shall be with pay pending the outcome of the arbitration.

17.3.8 Suspension may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits.

Article 18. Early Childhood Education

18.1 Head Start/State Preschool and Day Care teachers shall enjoy all the provisions of this Contract except where specifically identified or as modified below.

18.2 Head Start/State Preschool and Day Care teachers will be provided time during the regular instructional day to be trained in required safety, health, first aid and CPR classes.

18.3 Head Start/State Preschool and Day Care teachers shall be reimbursed at the District mileage reimbursement rate for travel required for parent visitation.

18.4 The defined workday for Head Start/State Preschool and Day Care teachers shall be clearly identified with a maximum of eight (8) hours.

18.5 Head Start/State Preschool and Day Care teachers shall be notified of their assignment five (5) days prior to each school year.

18.6 Whenever a Head Start/State Preschool or Day Care teacher is required to stay beyond his/her workday with students who have not been picked up, he/she shall receive compensatory time on a quarterly hour basis.

18.7 The following provisions shall not apply to Early Childhood Education teachers: Article 4.1 and 4.3, Article 5, and Article 13. Early Childhood Education openings need not be posted with K-12 staff.

18.8 Early Childhood Teachers who have rendered ten (10) years of service to the District as an Early Childhood Teacher, and who are eligible to retire within STRS/PERS and are at least fifty-five (55) years of age will be eligible and shall receive upon retirement District paid health and welfare benefits upon the same basis as negotiated for active bargaining unit members for five (5) years or to age sixty-five (65), whichever occurs first.

Article 19. Severability

19.1 **Agreement Validity**. Each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision herein is determined to be invalid and contrary to, or in conflict with, any law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section part, term or provision shall be deemed not to be a part of this Agreement, and subject to immediate negotiation.

Article 20. Concerted Activities

20.1 **Concerted Action Pledge**. It is expressly agreed by both parties that there will be no strike, work stoppage, slowdown, job action, picketing other than informational picketing, or refusal or failure to perform fully and faithfully all job functions and responsibilities, nor will there be any concerted action or other interference with the operations of the District, by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other union organizations to engage in such activity.

20.2 **Compliance**. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, concerted action or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action upon written notice to the Association, by delivery to any Association officer, in hand, by telegram, or otherwise.

20.3 **Violation**. It is understood by the parties that any employee violating this Section may be subject to discipline, including termination, by the District.

Article 21. Support of Agreement

21.1 The District and the Association agree that it is to their mutual benefit and to the benefit of the educational program and the pupils of the District to encourage the resolution of differences through the meet and negotiation process. Therefore, it is hereby agreed that the Association and the District will support this Agreement for its term.

21.2 The District shall provide copies of the contract for all bargaining unit members to be distributed by the Association.

Article 22. Effect of Agreement; Entire Agreement

22.1 The specific provisions of this Agreement prevail over District practices and procedures and over state laws to the extent permitted by state law. This written Agreement sets forth the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior informal agreements thereon. There are no valid or binding representations, inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

During the term of this Agreement, the Association expressly relinquishes the right to meet and negotiate further. However, negotiations as to the school calendar and orientation period are excepted from this provision, and shall be negotiated between the parties outside of this Agreement.

This Article is not intended to relieve the District of the obligation to bargain prior to changing any matter not referred to in this Agreement related to wages, hours or other terms and conditions of employment as defined in Article 3543.2 of the Rodda Act nor to waive the Association's right to insist upon such negotiations.

Article 23. Site-Based Restructuring Program

23.1 The procedures set forth below shall apply when a school site staff desires to implement a Site-Based Restructuring Plan (SBRP).

23.2 At the site where the principal and the certificated bargaining unit staff voluntarily elect to enter into a pilot SBRP, the plan shall be included in the annual schools plan submitted to the Governing Board for approval.

23.3 It is agreed that any financial assistance necessary to implement SBRP must be funded from the existing school site budget.

23.4 Whenever a SBRP requires a modification of the Collective Bargaining Agreement, the plan must be forwarded to the District and Association for pre-approval. If the District and Association approve the plan, a vote of the certificated bargaining unit members shall be scheduled at the school site in question. At least 75% of the certificated bargaining unit members assigned to the site must vote to approve the plan. If the plan is approved by the required percentage, the plan will take effect for one year and the site shall vote again by March 15 of the implementation year for continuation in the following year. The same plan will be implemented for two (2) years if reapproved on the third consecutive vote, and for two years for every approved consecutive vote thereafter. Initial plans must be submitted for pre-approval by February 1 of any given year and any vote must be conducted by March 15 of any given year. All votes shall be by secret ballot and conducted by the Association President or designee.

Article 24. Term of Agreement

This agreement shall remain in effect from July 1, 2025 up to and including June 30th, 2028. The Association and District agree that either part may notify the other part in writing no later than January 15, 2026, regarding the reopeining of negotiations on salary and benefits and up to two (2) additional articles for the 2026-2027 school year and the District and Association agree that either part may notify the other party in writing no later than January 15th, 2027, regarding the reopeneing of negotitations on salary and benefits and up to two (2) additional articles for 2027 – 2028 school year.

Appendix A Activity Stipends
General Education IEP Designee (Up to 12 Meetings) 1%
Elementary Combination Class Teacher Stipend 5%

FOR DISTRICT:

FOR THE ASSOCIATION:

Appendix A
Activity Stipends

PALM SPRINGS UNIFIED SCHOOL DISTRICT
CERTIFICATED POSITION
EXTRA CURRICULAR ACTIVITY STIPENDS
2026/2027

Extra curricular assignments will be compensated as provided below:

1. All percentages shall be compensated for additional duties beyond the school day based on Column I, Step 6 of the Teachers' Salary Schedule.

2. Consulting Teachers Extra Curricular Stipends will be paid 7.5 % of their salary as compensation for one hour of additional duties beyond the teacher work day.

3.TOSA Stipends will be paid 7.5% of their salary as compensation for one hour of additional duties beyond the regular teacher work day.

HIGH SCHOOL ACTIVITIES	PERCENTAGE	ANNUAL AMOUNT
ACADEMIC DECATHLON	3%	$2,375
ASB ADVISOR	12%	$9,499
AVID LEAD	4%	$3,166
BAND	11%	$8,707
BAND ASSISTANT	5%	$3,958
CHORAL MUSIC DIRECTOR	9%	$7,124
DANCE TEAM ADVISOR	9%	$7,124
DEBATE (With Competion)	4%	$3,166
DRAMA	11%	$8,707
DRILL/FLAG TEAM	5%	$3,958
DUAL IMMERSION TEACHER STIPEND	5%	$3,958
EQUITY/DIVERSITY LEAD	5%	$3,958
GENERAL EDUCATION IEP DESIGNEE (UP TO 12 MEETINGS)	1%	$792
GSA LEAD	5%	$3,958
HIGH SCHOOL COORD STIPENDS (8 ONLY)	1%	$792
JOURNALISM/YEARBOOK	6%	$4,750
JUNIOR CLASS ADVISOR	5%	$3,958
NEWSPAPER	5%	$3,958
ORCHESTRA	7%	$5,541
ROTC COMPETION	3%	$2,375
SENIOR CLASS ADVISOR	7%	$5,541
STAGECRAFT	6%	$4,750
SPECIAL EDUCATION TEACHERS	5%	$3,958
HIGH SCHOOL DEPT CHAIRS		
CHAIRPERSON WITH 1-7 TEACHERS	4%	$3,166
CHAIRPERSON WITH 8 & UP TEACHERS	8%	$6,333
ALTERNATIVE EDUCATION		
DEPT. HEAD/FOCUS LEADERS	4%	$3,166
SCHOOL PUBLICATION	2%	$1,583
YEARBOOK	3%	$2,375
EQUITY/DIVERSITY LEAD	5%	$3,958
GSA LEAD	5%	$3,958
ALTERNATIVE EDUCATION COORD STIPENDS (8 ONLY)	1%	$792

Page 1

PALM SPRINGS UNIFIED SCHOOL DISTRICT
CERTIFICATED POSITION
EXTRA CURRICULAR DUTIES
2026/2027

IV HIGH SCHOOL ATHLETICS

	PERCENTAGE	ANNUAL AMOUNT
ASSISTANT COACHES	7%	$5,541
E-SPORTS	2%	$1,583
HEAD CROSS COUNTRY	8%	$6,333
HEAD FRESHMAN COACH	8%	$6,333
HEAD GOLF	8%	$6,333
HEAD JUNIOR VARSITY COACH	8%	$6,333
HEAD TRACK	10%	$7,916
HEAD VARSITY BASEBALL	10%	$7,916
HEAD VARSITY BASKETBALL	10%	$7,916
HEAD VARSITY FOOTBALL	11%	$8,707
HEAD VARSITY SOCCER	10%	$7,916
HEAD VARSITY SOFTBALL	10%	$7,916
HEAD VARSITY SWIMMING	9%	$7,124
HEAD VARSITY VOLLEYBALL	10%	$7,916
HEAD VARSITY WRESTLING	9%	$7,124
HEAD VARSITY TENNIS	8%	$6,333
HEAD VARSITY WATER POLO	9%	$7,124
PEP SQUAD ADVISOR	11%	$8,707
PEP SQUAD ASSISTANT	5%	$3,958
VARSITY ASSISTANT FOOTBALL	8%	$6,333
WEIGHTLIFTING	10%	$7,916
OFF SEASON COACHING (# of positions TBD by PSUSD)	2%	$1,583

CIF STIPENDS - 10% PER WEEK - TEAM SPORT **5% PER WEEK - INDIVIDUAL SPORT**

E-SPORTS - 8% PER WEEK FOR POST SEASON PLAYOFF TEAM
E-SPORTS - 4% PER WEEK FOR POST SEASON PLAYOFF INDIVIDUAL

V ALTERNATIVE EDUCATION

ASB	6%	$4,750
BOYS SOFTBALL	3%	$2,375
BOYS VOLLEYBALL	3%	$2,375
GIRLS VOLLEYBALL	3%	$2,375
BOYS BASKETBALL	3%	$2,375
GIRLS BASKETBALL	3%	$2,375
GIRLS SOFTBALL	3%	$2,375
BOYS SOCCER	3%	$2,375
GIRLS SOCCER	3%	$2,375
E-SPORTS	2%	$1,583

Based on Col.1, Step 6 **$79,159**

ALL STIPENDS POSITION ARE FILLED, AND THE FUNDING SOURCE DETERMINED, AT THE ABSOLUTE DISCRETION OF THE DISTRICT

BARGAINING UNIT MEMBER HOURLY RATE **$62.35**

The bargaining unit member hourly rate shall be adjusted proportionately to reflect any negotiated ongoing salary increase applied to the certificated salary schedule.

PALM SPRINGS UNIFIED SCHOOL DISTRICT
CERTIFICATED POSITION
EXTRA CURRICULAR ACTIVITY STIPENDS
2026/2027

DESERT LEARNING ACADEMY		
EQUITY/DIVERSITY LEAD	5%	$3,958
GSA LEAD	5%	$3,958
DLA COORD STIPENDS (4 ONLY)	1%	$792
MIDDLE SCHOOL ACTIVITES		
ADVISORY LEADERSHIP TEAM	4%	$3,166
AFTER SCHOOL SPORTS (Intramurals)	4%	$3,166
AFTER SCHOOL CLUB LEAD	3%	$2,375
ASB ADVISOR	8%	$6,333
BAND	6%	$4,750
DEBATE (with competition)	3%	$2,375
DEPARTMENT HEADS	6%	$4,750
DRAMA (with 2 productions)	3%	$2,375
DUAL IMMERSION TEACHER STIPEND	5%	$3,958
EQUITY/DIVERSITY LEAD	5%	$3,958
E-SPORTS	2%	$1,583
GENERAL EDUCATION IEP DESIGNEE (UP TO 12 MEETINGS)	1%	$792
GSA LEAD	5%	$3,958
SPORTS LEAD	3%	$2,375
MIDDLE SCHOOL COORD STIPENDS (8 ONLY)	1%	$792
SPECIAL EDUCATION TEACHERS	5%	$3,958
OPTIONAL SITE ACTIVITIES		
FLAGS, BANNERS, CHEER	4%	$3,166
SPORTS (League Play)	2%	$1,583
VOCAL	3%	$2,375
YEARBOOK	2%	$1,583
ELEMENTARY SCHOOL		
SPECIAL EDUCATION TEACHERS	5%	$3,958
GENERAL ED IEP DESIGNEE (UP TO 12 MEETINGS)	1%	$792
GRADE LEVEL CHAIRPERSON	4%	$3,166
ELEMENTARY TK CHAIR (1 - DISTRICT)	4%	$3,166
ELEMENTARY PE CHAIR (1 - DISTRICT)	4%	$3,166
ELEMENTARY MUSIC CHAIR (1 - DISTRICT)	4%	$3,166
ELEMENTARY COMBINATION CLASS TEACHER STIPEND	5%	$3,958
DUAL IMMERSION TEACHER STIPEND	5%	$3,958
ELEMENTARY COORD STIPENDS (8 ONLY)	1%	$792
GSA LEAD	5%	$3,958
EQUITY/DIVERSITY LEAD	5%	$3,958
ALL STIPENDS POSITION ARE FILLED, AND THE FUNDING SOURCE DETERMINED, AT THE ABSOLUTE DISCRETION OF THE DISTRICT		

Based on Col.1, Step 6 **$ 79,159.00**

Appendix B
Salary Schedules

PSTA CERTIFICATED
SCHEDULE ID:104 / 184 DAYS - Headstart Salary Schedule
Effective Date: 07/01/2026
Board Approved:04/28/2026

	HEADSTART/STATE PRESCHOOL	
STEP	**COLUMN 1**	
1	56,634.00	
2	58,522.00	
3	60,406.00	
4	62,286.00	
5	64,242.00	
6	66,095.00	
7	68,313.00	
8	70,559.00	
9	72,876.00	
10	75,261.00	
11	77,772.00	
12	80,323.00	

PSTA CERTIFICATED
SCHEDULE ID:100 / 184 DAYS
Effective Date: 07/01/2026
Board Approved: 04/28/2026

PSUSD
PALM SPRINGS UNIFIED SCHOOL DISTRICT

	BA		BA + 26 UNITS		BA + 40 UNITS		BA + 54 UNITS OR MA		30 UNITS ABOVE MA OR 68 UNITS ABOVE BA INCLUDING MA		45 UNITS ABOVE MA OR 82 UNITS ABOVE BA INCLUDING MA
STEP	COLUMN 1	STEP	COLUMN 2	STEP	COLUMN 3	STEP	COLUMN 4	STEP	COLUMN 5	STEP	COLUMN 6
1	68,282.00	1	69,307.00	1	70,693.00	1	72,459.00	1	74,634.00	1	76,872.00
2	70,330.00	2	71,733.00	2	73,874.00	2	76,083.00	2	78,365.00	2	80,332.00
3	72,441.00	3	74,243.00	3	77,198.00	3	79,887.00	3	82,284.00	3	83,947.00
4	74,614.00	4	76,842.00	4	80,672.00	4	83,882.00	4	86,398.00	4	88,983.00
5	76,852.00	5	79,531.00	5	84,302.00	5	88,076.00	5	91,151.00	5	93,433.00
6	79,159.00	6	82,314.00	6	86,831.00	6	90,718.00	6	95,707.00	6	98,104.00
7	81,533.00	7	85,195.00	7	89,437.00	7	93,439.00	7	98,579.00	7	102,225.00
8	83,979.00	8	88,177.00	8	92,120.00	8	96,242.00	8	101,535.00	8	105,803.00
9	86,498.00	9	91,264.00	9	94,883.00	9	99,130.00	9	104,582.00	9	109,506.00
10	89,093.00	10	92,633.00	10	97,729.00	10	102,105.00	10	107,720.00	10	112,792.00
11	90,430.00	11	94,022.00	11	100,661.00	11	105,167.00	11	110,951.00	11	116,175.00
12	91,786.00	12	95,432.00	12	103,681.00	12	108,323.00	12	114,280.00	12	119,661.00
				13	105,756.00	13	110,488.00	13	117,708.00	13	123,250.00
				14	107,870.00	14	112,698.00	14	120,652.00	14	133,726.00
						15	114,952.00	15	123,666.00	15	136,067.00
						16	117,251.00	16	126,758.00	16	138,516.00

ERIP QUALIFICATIONS:

Age 55 or Older

10 yrs of Service

Retire from District

Col Placement on Sal Sch (Yellow Shaded Area)

1. Units above the Bachelor's Degree shall be in Upper Division or Graduate Level courses, or Lower Division courses having prior written District approval, with grade "C" or better. Units are SEMESTER HOURS; a Quarter Unit is equivalent to 2/3 Semester Hour.
2. $1500.00 additional award for holder of an Ed.D. or Ph.D. degree, granted from an accredited institution.
3. Effective July 1, 2014, teachers new to the District are allowed a maximum of 12 years previous service credit (i.e., may begin on Step 13). A year of experience shall not be less than 75% of the school year.
4. An employee may only advance one step at a time per year.
5. "Effective July 1, 1989, a break in service of thirty-nine (39) months or less shall be allowed, and service shall be considered as continuous with one break in service of such duration."

PSTA CERTIFICATED
SCHEDULE ID:189 / 189 DAYS (School Nurses & Speech-Language Pathologists)
Effective Date: 07/01/2026
Board Approved: 04/28/2026

	BA		BA + 26 UNITS		BA + 40 UNITS		BA + 54 UNITS OR MA		30 UNITS ABOVE MA OR 68 UNITS ABOVE BA INCLUDING MA		45 UNITS ABOVE MA OR 82 UNITS ABOVE BA INCLUDING MA
STEP	COLUMN 1	STEP	COLUMN 2	STEP	COLUMN 3	STEP	COLUMN 4	STEP	COLUMN 5	STEP	COLUMN 6
1	75,047.00	1	76,173.00	1	77,696.00	1	79,640.00	1	82,028.00	1	84,489.00
2	77,299.00	2	78,839.00	2	81,193.00	2	83,620.00	2	86,129.00	2	88,291.00
3	79,617.00	3	81,598.00	3	84,846.00	3	87,802.00	3	90,436.00	3	92,264.00
4	82,007.00	4	84,454.00	4	88,664.00	4	92,192.00	4	94,958.00	4	97,799.00
5	84,466.00	5	87,410.00	5	92,654.00	5	96,801.00	5	100,181.00	5	102,689.00
6	87,000.00	6	90,469.00	6	95,434.00	6	99,706.00	6	105,189.00	6	107,825.00
7	89,610.00	7	93,636.00	7	98,296.00	7	102,696.00	7	108,345.00	7	112,353.00
8	92,299.00	8	96,913.00	8	101,246.00	8	105,777.00	8	111,595.00	8	116,284.00
9	95,067.00	9	100,305.00	9	104,283.00	9	108,951.00	9	114,943.00	9	120,354.00
10	97,920.00	10	101,809.00	10	107,412.00	10	112,219.00	10	118,391.00	10	123,966.00
11	99,388.00	11	103,336.00	11	110,634.00	11	115,585.00	11	121,943.00	11	127,685.00
12	100,879.00	12	104,887.00	12	113,953.00	12	119,052.00	12	125,600.00	12	131,515.00
				13	116,232.00	13	121,435.00	13	129,369.00	13	135,461.00
				14	118,556.00	14	123,863.00	14	132,604.00	14	146,975.00
						15	126,340.00	15	135,919.00	15	149,546.00
						16	128,868.00	16	139,317.00	16	152,238.00

ERIP QUALIFICATIONS:

Age 55 or Older

10 yrs of Service

Retire from District

Col Placement on Sal Sch (Yellow Shaded Area)

1. Units above the Bachelor's Degree shall be in Upper Division or Graduate Level courses, or Lower Division courses having prior written District approval, with grade "C" or better. Units are SEMESTER HOURS; a Quarter Unit is equivalent to 2/3 Semester Hour.
2. $1500.00 additional award for holder of an Ed.D. or Ph.D. degree, granted from an accredited institution.
3. Effective July 1, 2014, teachers new to the District are allowed a maximum of 12 years previous service credit (i.e., may begin on Step 13). A year of experience shall not be less than 75% of the school year.
4. An employee may only advance one step at a time per year.
5. "Effective July 1, 1989, a break in service of thirty-nine (39) months or less shall be allowed, and service shall be considered as continuous with one break in service of such duration."

PSTA CERTIFICATED
SCHEDULE ID:192 / 194 DAYS (Librarians & Counselors)
Effective Date: 07/01/2026
Board Approved: 04/28/2026

PSUSD
PALM SPRINGS UNIFIED SCHOOL DISTRICT

	BA		BA + 26 UNITS		BA + 40 UNITS		BA + 54 UNITS OR MA		30 UNITS ABOVE MA OR 68 UNITS ABOVE BA INCLUDING MA		45 UNITS ABOVE MA OR 82 UNITS ABOVE BA INCLUDING MA
STEP	COLUMN 1	STEP	COLUMN 2	STEP	COLUMN 3	STEP	COLUMN 4	STEP	COLUMN 5	STEP	COLUMN 6
1	72,036.00	1	73,117.00	1	74,580.00	1	76,444.00	1	78,737.00	1	81,100.00
2	74,198.00	2	75,677.00	2	77,936.00	2	80,267.00	2	82,675.00	2	84,749.00
3	76,424.00	3	78,325.00	3	81,443.00	3	84,280.00	3	86,809.00	3	88,563.00
4	78,716.00	4	81,066.00	4	85,108.00	4	88,493.00	4	91,149.00	4	93,876.00
5	81,078.00	5	83,903.00	5	88,937.00	5	92,918.00	5	96,162.00	5	98,570.00
6	83,511.00	6	86,840.00	6	91,606.00	6	95,706.00	6	100,970.00	6	103,499.00
7	86,015.00	7	89,880.00	7	94,354.00	7	98,577.00	7	103,999.00	7	107,846.00
8	88,596.00	8	93,026.00	8	97,184.00	8	101,534.00	8	107,119.00	8	111,620.00
9	91,254.00	9	96,282.00	9	100,099.00	9	104,580.00	9	110,332.00	9	115,526.00
10	93,992.00	10	97,726.00	10	103,103.00	10	107,718.00	10	113,642.00	10	118,993.00
11	95,401.00	11	99,192.00	11	106,196.00	11	110,949.00	11	117,051.00	11	122,562.00
12	96,833.00	12	100,680.00	12	109,382.00	12	114,278.00	12	120,563.00	12	126,240.00
				13	111,570.00	13	116,563.00	13	124,181.00	13	130,027.00
				14	113,801.00	14	118,895.00	14	127,285.00	14	141,079.00
						15	121,273.00	15	130,467.00	15	143,548.00
						16	123,698.00	16	133,728.00	16	146,131.00

ERIP QUALIFICATIONS:

Age 55 or Older

10 yrs of Service

Retire from District

Col Placement on Sal Sch (Yellow Shaded Area)

1. Units above the Bachelor's Degree shall be in Upper Division or Graduate Level courses, or Lower Division courses having prior written District approval, with grade "C" or better. Units are SEMESTER HOURS; a Quarter Unit is equivalent to 2/3 Semester Hour.
2. $1500.00 additional award for holder of an Ed.D. or Ph.D. degree, granted from an accredited institution.
3. Effective July 1, 2014, teachers new to the District are allowed a maximum of 12 years previous service credit (i.e., may begin on Step 13). A year of experience shall not be less than 75% of the school year.
4. An employee may only advance one step at a time per year.
5. "Effective July 1, 1989, a break in service of thirty-nine (39) months or less shall be allowed, and service shall be considered as continuous with one break in service of such duration."

Appendix C
Catastrophic Sick Leave Bank

C.I - Guidelines

Enrollment Guidelines

I. To join, a certificated employee must donate one sick leave day.
A donation constitutes membership.
Donations are irrevocable.

II. Annual enrollment will be the month of September of each school year.

III. To enroll, a form must be completed and submitted to the Catastrophic Sick Leave Bank Committee through the Human Resources Office during an authorized enrollment period.

IV. To continue membership, one day of sick leave must be donated each September unless, the Catastrophic Sick Leave Bank exceeds 500 sick leave days of any year. In such case members previously having donated will be exempt from donation for that year.

New members wishing to enter the Bank will be required to donate one day during the open enrollment period in the year they join regardless of the total number of days in the Bank.

Eligibility Guidelines

I. A catastrophic injury or illness shall be defined as: any injury or illness which may incapacitate a certificated employee for an extended period of time (in excess of sixty (60) consecutive calendar days) based upon competent medical evidence.

II. A certificated employee who qualifies for catastrophic injury or illness leave may not draw upon the Bank until all fully paid illness or injury leave is exhausted.

Withdrawal Guidelines

To request sick leave days from the Bank, a form must be completed and submitted along with medical documentation to the Catastrophic Sick Leave Bank Committee through the Human Resources Office. All withdrawal requests are subject to approval by the Catastrophic Sick Leave Committee.

Appendix C.II
Catastrophic Sick Leave Bank
Enrollment Form

Name_____ Site_____

Assignment_____

Employee hereby acknowledges that the donation of one sick leave day is voluntary. Employee agrees to indemnify and hold the Committee, District and Association harmless from any claims, demands, or causes of action related to the donation or to the granting or denial of any leave pursuant to this article.

Signature of Employee_____Date_____

(To be completed by Catastrophic Sick Leave Committee)

Attention: Human Resources

One day of sick leave has been approved by the Committee to be deducted from the accumulated sick leave of the above certificated employee and placed in the Catastrophic Sick Leave Bank.

Signature of Committee Member _____

Date_____

Appendix C.III
Catastrophic Sick Leave Bank
Request Form

Name_____ Site_____

Assignment_____

Nature of Illness_____

_____

_____

_____

Name of Chief Attending Physician_____

Address of same_____

Phone number of same_____

IMPORTANT NOTE: The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. To comply with the Act, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information," as defined by CalGINA, includes information about the individuals or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.

This request must be accompanied by a signed diagnosis and prognosis report from your primary attending physician. Additional information may be requested by the Catastrophic Sick Leave Committee.

All information received will be held in the strictest confidentiality.

Return to: Catastrophic Sick Leave Bank Committee care of Human Resources Office

Appendix D
Joint Committees

1. The parties agree to maintain the District Safety Committee to comply with the Collective Bargaining Agreement.

2. The parties agree to form a joint committee to review personal property claims.

Appendix E

Memorandum of Understanding

Appendix E contains Memorandums of Understanding that are in effect at the time of printing of the current Collective Bargaining Agreement. Most Memorandums of Understanding are subject to change year to year. Please contact Human Resources or the PSTA office for current information.

SIDE LETTER

This Side Letter is by and between the Palm Springs Unified School District ("District") and the Palm Springs Teachers Association ("Association") in relation to the Memorandum of Understanding dated **April 22, 2019** regarding Article 11.7.1 of the Collective Bargaining Agreement ("CBA"). The parties believe it would be helpful to provide examples of the use of pregnancy leave in order to further clarify the provisions of the CBA.

Example no. 1

If the school year commences on August 15 and the unit member gives birth to a child on July 15, the unit member would be entitled to two weeks of paid leave pursuant to Article 11.7.1.

Example no. 2

If the Spring break for any particular school year is from April 15 to April 26, a unit member who gives birth to a child on April 8 would be entitled to six weeks of paid leave with the leave pursuant to Article 11.7.1 terminating on May 31.

Example no. 3

The unit member gives birth on May 25th and the school year ends June 5. The unit member is entitled to the two weeks of paid leave pursuant to Article 11.7.1; this leave does not carry over into the following school year.

The parties hereby enter into this Side Letter on April 22, 2019.

FOR THE DISTRICT:

FOR THE ASSOCIATION

Signed and entered into this 26th day of March, 2019. Executed at Palm Springs, California on the date above written.

For the District:

For the Bargaining Unit:

Side Letter of Agreement
March 22, 2023

This letter serves an agreement between the Palm Springs Unified School District (PSUSD) and the Palm Springs Teachers Association (PSTA) to implement the newly created performance evaluation tools for the following certificated positions:

- Dean of Students
- Teachers on Special Assignment
- Counselors on Special Assignment
- Reflective Coaches
- MTSS Coach
- Alternative Education Programs

The parties agree to implement these new performance evaluation tools at the start of the 2023-24 school year. The parties also agree to incorporate these new performance evaluation tools prospectively into the collective bargaining agreement upon the next reopening of negotiations.

For PSUSD

5/24/23
Date

For PSTA

5/23/23
Date

Memorandum of Understanding

Mentor Stipend- Teacher Residency Program 2023-2024

This Memorandum of Understanding (MOU) is entered into on March 9, 2023 by and between the Palm Springs Unified School District ('PSUSD'/ 'District') and the Palm Springs Teachers Association ('PSTA').

Effective with the start of the 2023-2024 school year the following conditions are accepted by PSUSD and PSTA in order to implement the Teacher Residency Mentor stipend ('Stipend'), which is funded by the CTC Implementation Grant. The Stipend program was awarded to PSUSD in the 2022-2023 school year. The Stipend program and this MOU will sunset at the end of the 2028-2029 school year, or earlier should there be a depletion of the grant funding. The parties (PSUSD/PSTA) agree to meet no later than May 1st of each school year to determine the need for any modifications to this MOU.

The District and PSTA agree as follows:

- Any Mentor teacher who is paired with a Residency teacher and completes all duties and expectations as outlined in the PSUSD Residency Mentor Contract, will receive a $3,500 stipend for each year they are paired.
- Selected Mentor teachers will be placed with a Residency teacher on a one year term. Decisions on placement will be in accordance with credentials held by Mentor teachers.
- Mentor teachers who are paired with a Residency teacher will not be evaluated based upon their work within the residency program. Their evaluation process will be in accordance with Article 12 of the Collective Bargaining Agreement between PSUSD and PSTA.

For PSUSD:

For PSTA:

Memorandum of Understanding

Employment Incentive 2026-27

This Memorandum of Understanding (MOU) is entered into on December 16, 2025, by and between the Palm Springs Unified School District ('PSUSD'/'District') and the Palm Springs Teachers Association (PSTA).

Recitals

The following are the conditions accepted by both parties in order to implement the Employment Incentive:

- Tier I: A **$12,000** incentive will be given to any fully credentialed teacher, hired into a teaching position requiring a Mild to Moderate Special Education, Moderate to Severe Special Education, Nurse, and/or Speech credential. *(Speech Language Pathologist candidates hired on waivers while enrolled in a SLP program will receive the incentive once all California requirements have been completed and a valid license has been issued).*
- Tier II: A **$9,000** incentive will be given to any fully credentialed teacher, hired into a teaching position requiring a Math, Biology, Chemistry, Physics, and/or Science credential.
- Only newly hired teachers to PSUSD for the 2026-27 school year, hired prior to March 31, 2027, for positions requiring the credentials listed above, are eligible.
- The employee who accepts the 'incentive' agrees to render a minimum of two (2) years of service (determined by the initial date of hire) within a position requiring a credential listed above, unless the District initiates an employment separation as per the California Education Code.
- Currently employed PSUSD teachers, that transfer into a Tier I or Tier II position prior to September 16, 2026 (30th day of instruction) and agree to serve a minimum of two (2) years of service (determined by the transfer effective date), shall receive the corresponding incentive.
- The incentive will be paid no later than the employee's second pay period.
- This incentive will sunset December 31, 2026.
- Should an employee resign (except when a notice of non-reelection is received) from the District, or accepts a voluntary transfer to a position within District that does not require the credentials listed above, prior to the end of the 'two years of service', the employee will be required to return one hundred percent (100%) of the incentive. The amount owed will be deducted by payroll deduction on the last pay warrant. Should the pay warrant be less than is owed back to the District, the employee will pay back the balance in full within thirty (30) calendar days of their final work day.

For PSUSD:

For PSTA

Memorandum of Understanding
2024 California Standards for the Teaching Profession

This Memorandum of Understanding ("MOU") is entered into on June 22, 2026 by and between the Palm Springs Unified School District ("PSUSD") and the Palm Springs Teachers Association ("PSTA") regarding the implementation of the 2024 California Standards for the Teaching Profession ("CSTP") for the certificated employee evaluation.

Whereas, the Commission on Teacher Credentialing ("CTC") and California Department of Education ("CDE") revised and adopted the updated CSTPs in 2024.

Whereas, the CTC and CDE requires the implementation of the 2024 revised CSTPs.

Whereas, PSUSD certificated teachers are evaluated by the CSTPs.

Recitals

PSUSD will implement the 2024 revised CSTPs beginning in the 2026-2027 school year. The implementation will include the use of the attached evaluation forms reflecting the 2024 CSTPs. The implementation of the 2024 CSTPs will not change the evaluation timelines or processes collectively bargained in Article 12. The sole impact of this agreement is the updating of the certificated evaluation forms found in Appendix F of the Collective Bargaining Agreement ("CBA").

This MOU will sunset June 30, 2027.

For PSUSD:

For PSTA:

NCMS ADVISORY 26-27

PURPOSE

"During advisory programs, an adult advisor meets regularly during the school day with a group of students to provide academic and social-emotional mentorship and support, to create personalization within the school, and to facilitate a small peer community of learners." ~Association for Middle-Level Learning

2025-2026 ADVISORY SCHEDULE

Four times per week - **Monday, Tuesday, Thursday and Friday**
(22-minute advisory with 55-minute instructional periods and **no changes** to the length of the school day):

6th Grade Advisory Schedule (Mon/Tues/Thurs/Fri)		7th Grade Advisory Schedule (Mon/Tues/Thurs/Fri)		8th Grade Advisory Schedule (Mon/Tues/Thurs/Fri)	
22 minutes	**PRIDE TIME**	22 minutes	**PRIDE TIME**	22 minutes	**PRIDE TIME**
55 minutes	P1	55 minutes	P1	55 minutes	P1
55 minutes	P2	55 minutes	P2	55 minutes	P2
30 minutes	LUNCH	55 minutes	P3	55 minutes	P3
55 minutes	P3	30 minutes	LUNCH	55 minutes	P4
55 minutes	P4	55 minutes	P4	30 minutes	LUNCH
55 minutes	P5	55 minutes	P5	55 minutes	P5
55 minutes	P6	55 minutes	P6	55 minutes	P6

BACKGROUND

- During the 2019-20 school year, a group of teachers expressed interest in having a middle school advisory to foster strong student-to-school connections focusing on academic and social-emotional growth
- The 20-21 school year marked the first year of implementation of the NCMS advisory program which was during distance and hybrid learning in the midst of the COVID-19 pandemic.
- 21-22 school year marked the second year of implementation of the NCMS advisory program; a need for more time was found in order to build relationships and consistency.
- During the first two years of implementation, a team of 4 Advisory Lead Teachers designed and developed Advisory lessons schoolwide using monthly advisory calendars, resources, and video clips.
- During the 22-23 and 23-24 school years, we hosted advisory four days per week with success. This has allowed for more consistency and relationship building. We have provided advisory planning time for teachers as well as advisory-focused PD during 2-1-2s.
- Staff and student surveys provided essential insight on how to continue to build the advisory program for the subsequent year.

DETAILS

- The Advisory Leadership Team will consist of 8 members (with 4% stipend) due to the need for 4 days of lessons per week.
- Lessons/slides for advisory will be provided to staff a month in advance through the Staff Portal with freedom of flexibility to facilitate SEL skills, and goal setting, along with other academic and community-building strategies.
- Choice-based activities along with a structured curriculum will be provided to accommodate teachers so that they may choose what best suits their teaching style and the needs of the students.
- Advisory PRIDE TIME at the start of the day will establish a Cougar culture where students can start their day in a positive way, thus minimizing instructional time tardies.
- Daily interactions with Advisory students with daily time for organization support and schoolwide announcements
- COUGAR CRYPTO, attendance, and Work Habits mark in Synergy (Progressing or Not Progressing) to hold students accountable
- Admin, counseling, and library staff to provide support during advisory - coverage for staff members who do not have subs along with co-teaching
- No more than 29 students per advisory period. Additional classroom space will be provided for those who need it.
- Teachers will be given the option to loop with their current students or receive a new group of students.
- Advisory supplies will be provided per site administration.

Benefits

- Increased connection with Advisory students
- School community and culture building (ASB events, spirit weeks, assemblies, grade competitions)
- Opportunities to be proactive on student issues
- Less impact on instructional minutes for other items (ALICE lessons, evacuation drills, surveys, etc)
- $1250 incentive and dedicated 2-1-2 time for planning
- More time to support sitewide academic goals and organizational skills

Program Goals

To create an atmosphere that promotes a positive relationship between:

- the advisor and advisee
- advisee and other classmates
- students and their school
- students and their community

In addition, the advisor can act as the liaison between the school and the parent to help aid with home-school communication.

Curriculum Map

All Grade Levels

- The program will be set up with daily themes to support a structured environment
- Flexibility in lessons and options with may-do/must-do clarifications
- 2 days per week dedicated to ***content choices*** that are Advisor Selected such as: Life skills, college/career readiness, AVID methodologies, and SEL Lessons
- Goal setting (Binder/backpack checks, agenda completion, progress report/GPA calculation and organization)
- Growth mindset activities
- Community and team building

Grade Specific

- The Advisory Leadership Team will continue to gather teacher feedback to provide themes and topics that are customized for each grade level
- Grade level specific options will be provided

Weekly Structure:

MONDAY: On the Paw, AWL Word of the Week, Goal for the Week
TUESDAY & THURSDAY: Advisor Selected Activity
FRIDAY: Reflection, Organization Activities

Measures of Success

- Panorama surveys
- Pre/post student surveys
- Staff surveys to gather input and feedback

For PSUSD:

Clayton Hill

For PSTA:

Memorandum of Understanding
between
Palm Springs Unified School District (PSUSD)
and the
Palm Springs Teachers Association (PSTA)
Resource Specialist Program (RSP) Caseload Overage

Background

The Resource Specialist Program (RSP) is designed to provide specialized instructional support to students with identified disabilities. Caseloads are established to ensure effective service delivery and compliance with applicable state and federal laws, while maintaining manageable workloads for staff.

Pursuant to California Education Code Section 56362(c), no Resource Specialist shall have a caseload that exceeds 28 students, as established in California Code of Regulations, Title 5, Section 3100. State regulations allow a Local Educational Agency (LEA) to request a waiver of this Education Code requirement under specified conditions. Under no circumstances may an approved waiver result in a caseload exceeding 32 students.

Intent

In order to ensure continuity of services and minimize disruption to students, Palm Springs Unified School District ("District") and Palm Springs Teachers Association ("Association") agree that Resource Specialists who voluntarily agree to temporarily exceed the maximum caseload may do so and will be compensated for the additional workload during such periods of overage. This MOU between PSUSD and PSTA is being entered into to memorialize the long standing practice of paying RSP teachers for exceeding a caseload of 28 students.

The purpose of this agreement is to:

- Ensure uninterrupted services for students requiring specialized instruction;
- Provide flexibility in addressing staffing shortages and enrollment increases; and
- Support Resource Specialists who voluntarily accommodate increased caseload demands.

Agreement

The parties agree to the following:

1. Effective August 5, 2026, Resource Specialists who voluntarily agree to exceed the statutory caseload maximum of 28 eligible students may serve up to a maximum of 32 eligible students, contingent upon the District obtaining any required waiver(s) pursuant to applicable law.

2. Resource Specialists who voluntarily accept caseloads in excess of 28 eligible students shall be compensated at a rate of $20.00 per student, per day for each student served above the 28- eligible student caseload maximum.
3. Compensation for caseload overages shall be submitted through timecards during the District's regular payroll cycle. All submissions are subject to review and approval by the District's Special Education Coordinator of Learning and Improvement.
4. Participation in caseload overages under this MOU is strictly voluntary and shall not be assigned or mandated by the District.
5. This Memorandum of Understanding shall sunset on June 30, 2027, unless revised or extended by mutual written agreement of the parties.

This Memorandum of Understanding shall sunset on June 30, 2027, unless extended by mutual written agreement of the District and the Association. This Memorandum may also be revised at any time by mutual written agreement of the parties.

The undersigned authorized representatives of the Parties agree to the terms of this Memorandum of Understanding.

For Palm Springs Unified School District	For Palm Springs Teachers Association
Clayton Hill	Karen Johnson
Assistant Superintendent of HR, Signature	PSTA President Signature
Clayton Hill	Karen Johnson
Printed Name	Printed Name
July 14, 2026	7/27/2026
Date	Date

Resource Specialist Caseload Waiver Request, Resource Specialist Teacher Supplemental Form

This supplemental form is to be completed by the Resource Specialist.

Name:

Local Education Agency and School Assignment:

Excess Caseload Information

1. Is the information provided on the Resource Specialist Caseload Waiver Request, Administrator Supplemental Form an accurate reflection of your current assignments, personal data, full time equivalent percent (FTE%), your caseload, number of periods taught, and average number of students?

Yes ◯ No ◯

If no, please state where these facts or numbers differ:

2. Will all students served receive all of the services called for in their individualized educational programs (IEPs)?

Yes ◯ No ◯

1

3. Can you reasonably manage the excess caseload in relation to the programmatic condition(s) you face, including, but not limited to: student age level, age span, and behavioral characteristics, number of curriculum levels taught at any one time or given session, and intensity of student instructional needs?

Yes ◯ No ◯

Please explain your answer to question 3:

4. Can you reasonably manage the excess caseload in relation to your student contact time, and other assigned duties?

Yes ◯ No ◯

Please explain your answer to question 4:

2

Previous Caseload Information

1. Did you have a student caseload of more than 28 students during the previous school year?

Yes ◯ No ◯

If yes, please respond below:

a. Did you have an approved waiver for this caseload?

Yes ◯ No ◯

b. Specify the dates you had an excess caseload. (From/to) Provide other pertinent information:

2. Did you have a student caseload of more than 28 for more than two consecutive years, including this school year?

Yes ◯ No ◯

If yes, please provide the school years in which you had a caseload of more than 28 students (Example: 15–16, 16–17, 17–18):

Daily Instructional Aide Time Information

1. Provide the amount of daily instructional aide time you received prior to the increased caseload/ waiver period:

2. Provide the amount of daily instructional aide time you will receive with the increased caseload during the waiver period:

Waiver Position

The California *Education Code* Section 56362(c) states that no resource specialist shall have a caseload which exceeds 28 students, per *California Code of Regulations*, Title 5, Section 3100. Regulations allow your agency to request a waiver of the *Education Code* providing certain conditions are met, and that in no circumstance may your caseload be raised to above 32 students.

Please indicate your position regarding this waiver below:

I AGREE to an increase of my student caseload from 28 to not more than 32 students.

Yes ◯ No ◯

I DISAGREE to an increase of my caseload of 28 students.

Yes ◯ No ◯

If disagreeing, please provide information about the reasons why:

I hereby certify that the information provided on this application is true and correct.

Please initial:

Date initialed:

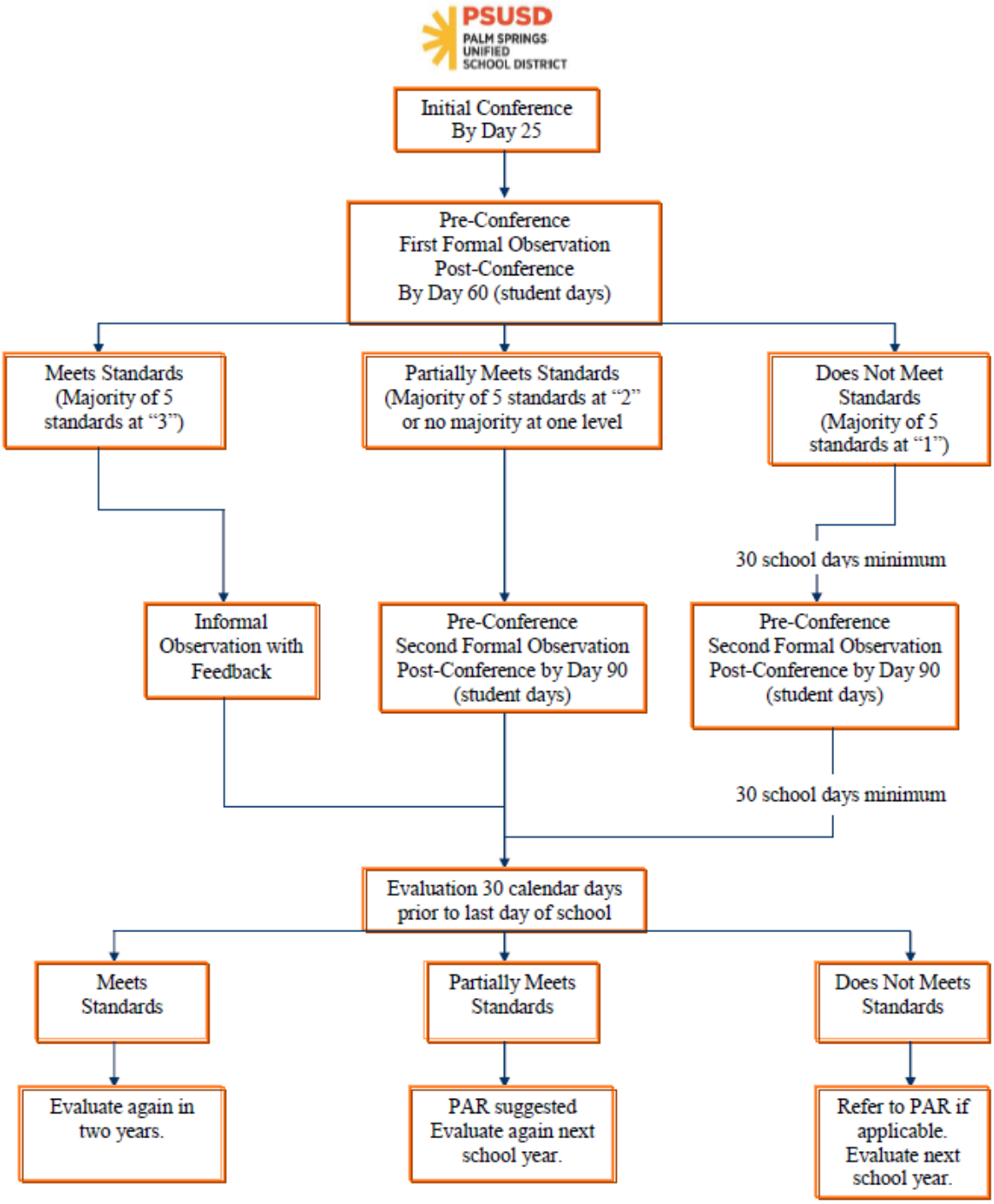
Telephone Number and Extension:

Print Reset Form

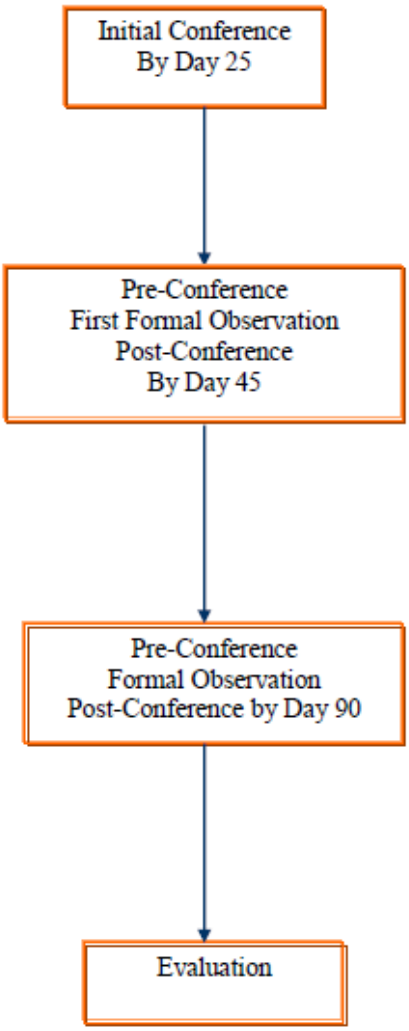
4

APPENDIX F
EVALUATION PROCESS
AND
FORMS

PALM SPRINGS UNIFIED SCHOOL DISTRICT
CERTIFICATED PERMANENT EMPLOYEE EVALUATION PROCESS



PALM SPRINGS UNIFIED SCHOOL DISTRICT
CERTIFICATED PROBATIONARY EMPLOYEE EVALUATION PROCESS



CERTIFICATED PERFORMANCE EVALUATION INITIAL CONFERENCE

Evaluatee: ____ Status:

Site: ____

- ***Certificated staff evaluation will be based on California Teaching Standards 1-5 through classroom observation, documentation and conferences***
- ***Evaluatees will be assessed on California Teaching Standard 6 after selecting one focus element for the school year in collaboration with the evaluator. List activities that will be completed during the year.***

PSUSD
PALM SPRINGS UNIFIED SCHOOL DISTRICT

STANDARD 6	DEVELOPING AS A PROFESSIONAL EDUCATOR (CLICK BOX THAT APPLIES)
FOCUS ELEMENT (Select one)	☐ 6.1 Reflecting on teaching practice in support of student learning ☐ 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development ☐ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning ☐ 6.4 Working with families to support student learning ☐ 6.5 Engaging local communities in support of the instructional program ☐ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students ☐ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct
ACTIVITIES	

Employee, click/check box to indicate completion:

- ☐ Evaluation packet received by evaluatee
- ☐ Administrator and evaluatee reviewed packet, including evaluation forms and activities, California Standards for the Teaching Profession and Palm Springs U.S.D. Teaching Standards Rubric, timelines, and PAR referral process
- ☐ Evaluation process for Standards 1-5 explained/discussed (observation, documentation, conferences)
- ☐ Standard 6 focus element for evaluation selected and discussed, and activities listed (see above)

Evaluator Name: ____

Evaluator Signature _____ Date _____

Evaluatee Signature _____ Date _____

PRE-OBSERVATION FORM
(FOR FORMAL OBSERVATION)

RETAINED BY EVALUATEE

Evaluatee: _____ Site: _____ Date: _____

Be prepared to discuss the questions below during your pre-observation conference. Use the "Planning or Reflection Notes" form if you choose.

1. What is the content standard that you will be teaching in this lesson?
2. What teaching strategies will you use to ensure students meet the standard?
3. What assessment(s) will you use to determine if students met the standard?
4. Is there a specific teaching standard on which you would like the evaluator to focus?
5. Comments:

At the post-observation conference reflective questions such as the following may be asked:

1. What was effective about your lesson? Consider the teaching standards and elements on the "Planning or Reflection Notes" form.
2. To what extent did your students meet the content standard?
3. Discuss and review observation data collected by evaluator.
4. What would you do differently in teaching this lesson again to the same group of students?
5. Discuss progress on your focus element from Teaching Standard 6.

SCHEDULED DATE AND TIME FOR FORMAL OBSERVATION: DATE: _____ Time: _____

PLANNING OR REFLECTION NOTES (OPTIONAL)

PSUSD PALM SPRINGS UNIFIED SCHOOL DISTRICT

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION	PLANNING OR REFLECTIONS NOTES FOR EVIDENCE OF STANDARDS
1. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING 1.1. Using knowledge of students to engage them in learning 1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3. Connecting subject matter to meaningful, real-life contexts 1.4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5. Promoting critical thinking through inquiry, problem solving, and reflection 1.6. Monitoring student learning and adjusting instruction while teaching	
2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning	
3. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure	

student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	
4. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	
5. ASSESSING STUDENT LEARNING 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	

RETAINED BY EVALUATEE

PALM SPRINGS UNIFIED SCHOOL DISTRICT
OBSERVATION SUMMARY

A COPY OF THIS FORM IS TO BE GIVEN TO THE EVALUATEE

PSUSD
PALM SPRINGS UNIFIED SCHOOL DISTRICT

Date: _____

Evaluatee: _____ Evaluator: _____

Grade/Subject: _____ Site/Department: _____

Time/Period: _____

I. Use the California Standards for the Teaching Profession and P.S.U.S.D. Rubric as a reference for descriptions of levels for each element listed under the 5 standards, and enter level on each line in the first column:

- 1= Does not meet standard
- 2= Partially meets standard
- 3= Meets standard
- 4= Exceeds standard

➢ "N/O" for "not observed" may be entered.

II. Focus elements scored will be averaged and automatically calculated for overall standard score.

Level	California Standards for the Teaching Profession		Observation/Evidence of Standards
	1. Engaging and Supporting All Students in Learning		
	1.1	Using knowledge of students to engage them in learning	
	1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	
	1.3	Connecting subject matter to meaningful, real-life contexts	
	1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
	1.5	Promoting critical thinking through inquiry, problem solving, and reflection	
	1.6	Monitoring student learning and adjusting instruction while teaching	

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

Level	California Standards for the Teaching Profession		Observation/Evidence of Standards
	3. Understanding and Organizing Subject Matter for Student Learning		
	3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	
	3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	
	3.3	Organizing curriculum to facilitate student understanding of the subject matter	
	3.4	Utilizing instructional strategies that are appropriate to the subject matter	
	3.5	Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	

	3.6	Addressing the needs of English learners and students with special needs to provide equitable access to the content	

Level	California Standards for the Teaching Profession		Observation/Evidence of Standards
	4. Planning Instruction and Designing Learning Experiences for All Students		
	4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	
	4.2	Establishing and articulating goals for student learning	
	4.3	Developing and sequencing long-term and short-term instructional plans to support student learning	
	4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	
	4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	

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

Evaluatee: _____ Site: _____ Date: _____

Summary of observation, documents and discussion:

Goal(s) related to teaching standards:
(Required if any standard score falls in "1 – Does not meet standard" or "2 – Partially meets standard")

Actions and Resources related to Goal(s):

Standard 6 Focus Element:

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

Summary of progress on Standard 6:

Evaluator Signature _____ Date _____

Evaluatee Signature _____ Date _____

This report has been discussed with me in conference with the evaluator and I have received a copy of the Observation Form and Observation Summary. An opportunity has been extended to me to attach comments concerning this evaluation. Evaluatee's signature does not indicate agreement or disagreement with the evaluation.

CERTIFICATED EMPLOYEE PERFORMANCE EVALUATION

(Assessment by observation, documentation and/or conferences)

PSUSD
PALM SPRINGS UNIFIED SCHOOL DISTRICT

Employee Name: _____ Work Site: _____

Position: _____ Status: _____

Use the California Standards for the Teaching Profession and P.S.U.S.D. Rubric as a reference for descriptors of standards. Summary of activities and evidence may include descriptors of performance that exceeds the standards.

California Standards for the Teaching Profession and P.S.U.S.D. Rubric Levels:

1: Does not meet standard
2: Partially meets standard
3: Meets standard
4: Exceeds standards

STANDARD 1	ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	LEVEL
ELEMENTS	**1.1** Using knowledge of students to engage them in learning **1.2** Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests **1.3** Connecting subject matter to meaningful, real-life contexts **1.4** Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs **1.5** Promoting critical thinking through inquiry, problem solving, and reflection **1.6** Monitoring student learning and adjusting instruction while teaching	

SUMMARY:

STANDARD 2	CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	LEVEL
ELEMENTS	**2.1** Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully **2.2** Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students **2.3** Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe **2.4** Creating a rigorous learning environment with high expectations and appropriate support for all students **2.5** Developing, communicating, and maintaining high standards for individual and group behavior **2.6** Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn **2.7** Using instructional time to optimize learning	

SUMMARY:

STANDARD 3	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	LEVEL
ELEMENTS	**3.1** Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks **3.2** Applying knowledge of student development and proficiencies to ensure student understanding of subject matter **3.3** Organizing curriculum to facilitate student understanding of the subject matter **3.4** Utilizing instructional strategies that are appropriate to the subject matter **3.5** Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students **3.6** Addressing the needs of English learners and students with special needs to provide equitable access to the content	

SUMMARY:

STANDARD 4	PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	LEVEL
ELEMENTS	**4.1** Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction **4.2** Establishing and articulating goals for student learning **4.3** Developing and sequencing long-term and short-term instructional plans to support student learning **4.4** Planning instruction that incorporates appropriate strategies to meet the learning needs of all students **4.5** Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	

SUMMARY:

STANDARD 5	ASSESSING STUDENT LEARNING	LEVEL
ELEMENTS	**5.1** Applying knowledge of the purposes, characteristics, and uses of different types of assessments **5.2** Collecting and analyzing assessment data from a variety of sources to inform instruction **5.3** Reviewing data, both individually and with colleagues, to monitor student learning **5.4** Using assessment data to establish learning goals and to plan, differentiate, and modify instruction **5.5** Involving all students in self-assessment, goal setting, and monitoring progress **5.6** Using available technologies to assist in assessment, analysis, and communication of student learning **5.7** Using assessment information to share timely and comprehensible feedback with students and their families	

SUMMARY:

** Analysis of student assessment takes into account mitigating factors, such as student attendance, entry-level achievement, special program membership, student behavior as evidenced by discipline records, availability of materials to support the instructional program, and other measurable variables that influence student achievement.*

STANDARD 6	DEVELOPING AS A PROFESSIONAL EDUCATOR (Not used for P.A.R. referral)	LEVEL
FOCUS ELEMENT		

SUMMARY:

If a majority of the first five standards are scored at any one level, 1, 2, 3, or 4; then that is the level for the overall evaluation.
If there is no score that is a majority of the five standards, then the five standards will be added, averaged, then rounded if needed according the scoring scale:

Scale:

Less than 1.4			=	**1**
1.5	-	2.4	=	**2**
2.5	-	3.4	=	**3**
3.5	-	3.9	=	**4**

OVERALL EVALUATION

☐ **Does not meet standards**	☐ **Partially meets standards**	☐ **Meets standards**	☐ **Exceeds standards**
➢ Required P.A.R. referral for tenured teacher ➢ Required to repeat evaluation process next school year	➢ P.A.R. suggested for tenured teacher ➢ Required to repeat evaluation process next school year	➢ Probationary 1 required to repeat evaluation process next school year	➢ Probationary 1 required to repeat evaluation process next school year

EVALUATOR COMMENTS/ RECOMMENDATION/COMMENDATIONS: _____

Evaluator Name: _____

_____ _____
Evaluator Signature Date

_____ _____
Evaluatee Signature Date

This report has been discussed with me in conference with the evaluator and I have received a copy of this evaluation form. An opportunity has been extended to me to attach comments concerning this evaluation. Employee's signature does not indicate agreement or disagreement with the evaluation.

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Certificated Assistance Plan

Name of Employee: _____ Evaluator: _____

School: _____ Grade/Subject: _____

Area of Deficiency	*Directive for Improvement*	*Pertinent Resources*	*Specific Timeline for Improvement*	*Progress Assessment*
Engaging and Supporting all Students in Learning ☐ 1.1 Using knowledge of students to engage them in learning ☐ 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests ☐ 1.3 Connecting subject matter to meaningful, real-life contexts ☐ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs ☐ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ☐ 1.6 Monitoring student learning and adjusting instruction while teaching			Click here to enter a date.	

Area of Deficiency	*Directive for Improvement*	*Pertinent Resources*	*Specific Timeline for Improvement*	*Progress Assessment*
Creating and Maintaining Effective Environment for Students ☐ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully ☐ 2.2 Creating physical or virtual learning environments that promote student-learning, reflect diversity, and encourage constructive and productive interactions among students ☐ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe ☐ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students ☐ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior ☐ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn ☐ 2.7 Using instructional time to optimize learning			Click here to enter a date.	

Area of Deficiency	*Directive for Improvement*	*Pertinent Resources*	*Specific Timeline for Improvement*	*Progress Assessment*
Understanding and Organizing Subject Matter Knowledge ☐ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ☐ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ☐ 3.3 Organizing curriculum to facilitate student understanding of the subject matter ☐ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ☐ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students ☐ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content			Click here to enter a date.	

Area of Deficiency	*Directive for Improvement*	*Pertinent Resources*	*Specific Timeline for Improvement*	*Progress Assessment*
Planning Instruction and Designing Learning Experiences for All Students ☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ☐ 4.2 Establishing and articulating goals for student learning ☐ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning ☐ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students			Click here to enter a date.	

Area of Deficiency	*Directive for Improvement*	*Pertinent Resources*	*Specific Timeline for Improvement*	*Progress Assessment*
Assessing Student Learning ☐ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ☐ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction ☐ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ☐ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning ☐ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families			Click here to enter a date.	

Area of Deficiency	*Directive for Improvement*	*Pertinent Resources*	*Specific Timeline for Improvement*	*Progress Assessment*
Developing as a Professional Educator ☐ 6.1 Reflecting on teaching practice in support of student learning ☐ 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development ☐ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning ☐ 6.4 Working with families to support student learning ☐ 6.5 Engaging local communities in support of the instructional program ☐ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students ☐ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct			Click here to enter a date.	

Evaluator Signature _____ Date _____

Evaluatee Signature _____ Date _____

PSTA/PSUSD –CSTP Narrative Rubric

STANDARD 1	~ ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING			
ELEMENT	**1. DOES NOT MEET STANDARD**	**2. PARTIALLY MEETS STANDARDS**	**3. MEETS STANDARDS**	**4. EXCEEDS STANDARDS**
1.1 Using knowledge of students to engage them in learning	The teacher seldom uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher occasionally uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher regularly uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher makes ongoing use of information provided by district, school, and family, to guide instruction to promote student engagement or learning. The teacher facilitates as students take ownership of their learning.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	The teacher seldom makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher seldom elicits questions from students during a lesson to monitor their understanding.	The teacher occasionally makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher occasionally elicits questions from students during a lesson to monitor their understanding.	The teacher regularly makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher regularly elicits questions from students during a lesson to monitor their understanding.	The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher elicits questions from students during a lesson to monitor their understanding.
1.3 Connecting subject matter to meaningful, real-life contexts	The teacher seldom uses real-life connections during instruction. The teacher seldom seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher occasionally uses real-life connections during instruction. The teacher occasionally seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher regularly uses real-life connections during instruction. The teacher regularly seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher makes ongoing use of real-life connections during instruction. The teacher seeks feedback from students regarding relevance of subject matter to students' lives.
1.4 Using a variety of instructional strategies, resources, and technologies to meet student' diverse learning needs.	The teacher seldom uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher seldom makes adjustments to respond to students' diverse needs.	The teacher occasionally uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher occasionally responds to students' diverse needs.	The teacher regularly uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher makes regular adjustments to respond to students' diverse needs.	The teacher makes ongoing use of a wide range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher makes ongoing adjustments to respond to students' diverse needs.

1.5 Promoting critical thinking through inquiry, problem solving, and reflection	The teacher seldom provides learning opportunities for students to engage in problem solving, analysis, or inquiry. The students are seldom given opportunities to communicate their learning using clear and precise academic language.	The teacher occasionally provides learning opportunities for students to engage in problem solving, analysis, or inquiry. The students are given occasional opportunities to communicate their learning using clear and precise academic language.	The teacher regularly guides and supports students in problem solving, analysis, or inquiry. The students are regularly provided with opportunities to communicate their learning using clear and precise academic language.	The teacher acts as facilitator as all students extend thinking, and engage in problem solving, analysis, or inquiry. The students communicate their learning using clear and precise academic language.
1.6 Monitoring student learning and adjusting instruction while teaching	The teacher seldom checks for understanding during lessons and seldom makes adjustments to instruction based on students' needs.	The teacher occasionally checks for understanding during lessons and occasionally makes adjustments to instruction based on students' needs.	The teacher regularly checks for understanding during lessons and makes ongoing adjustments to instruction based on students' needs.	The teacher extends learning opportunities for students during lessons and makes ongoing adjustments to instruction based on students' needs.

PSTA/PSUSD –CSTP Narrative Rubric

STANDARD 2	~CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			
ELEMENT	**1. DOES NOT MEET STANDARD**	**2. PARTIALLY MEETS STANDARDS**	**3. MEETS STANDARDS**	**4. EXCEEDS STANDARDS**
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	The teacher seldom promotes the social development and self-esteem of students. The teacher seldom promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher occasionally promotes the social development and self-esteem of students. The teacher occasionally promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher regularly promotes the social development and self-esteem of students. The teacher regularly promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher facilitates the social development and self-esteem of students. The teacher facilitates as students respect diversity, assume leadership, and behave responsibly in a group setting.
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	The physical or virtual learning environment seldom supports student learning. There is seldom structured interaction between students to support learning.	The teacher occasionally creates a physical or virtual learning environment that supports student learning. The teacher occasionally structures interaction between students to support learning.	The teacher regularly creates a physical or virtual learning environment that supports student learning. The teacher regularly structures interaction between students to support learning.	The physical or virtual learning environment supports student learning. The teacher facilitates structured interaction between students to support learning.
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	The teacher seldom establishes a safe physical, intellectual, and emotional environment. There is seldom appropriate response to behaviors that impact student safety.	The teacher occasionally establishes a safe physical, intellectual, and emotional environment. The teacher occasionally responds appropriately to behaviors that impact student safety.	The teacher regularly establishes a safe physical, intellectual, and emotional environment. The teacher regularly responds appropriately to behaviors that impact student safety.	The teacher shares responsibility with students for the establishment and maintenance of a safe physical, intellectual, and emotional environment. Students maintain intellectual and emotional safety for themselves and others in the classroom.

2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.	The teacher seldom holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher seldom integrates rigor that values accuracy, analysis, problem solving, and critical thinking.	The teacher occasionally holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher occasionally applies rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher regularly holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher regularly applies rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher holds high expectations for students and adjusts lessons as needed for students' success. The teacher establishes a rigorous learning environment in which students take leadership in learning that values analysis, problem-solving, and critical thinking.
2.5 Developing, communicating, and maintaining high standards for individual and group behavior	The teacher seldom communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher occasionally communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher regularly communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher establishes a positive environment using behavioral expectation systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	The teacher seldom maintains use of routines and procedures. The teacher seldom promotes positive behaviors and seldom responds appropriately to behaviors disruptive to the learning climate.	The teacher occasionally maintains use of routines and procedures. The teacher occasionally promotes positive behaviors and occasionally responds appropriately to behaviors disruptive to the learning climate.	The teacher regularly maintains use of routines and procedures. The teacher regularly promotes positive behaviors and regularly responds appropriately to behaviors disruptive to the learning climate.	The teacher and students develop routines and procedures that maximize learning. Students share responsibility for maintaining a positive classroom climate.
2.7 Using instructional time to optimize learning	The teacher seldom uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher occasionally uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher regularly uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher and students use organization, pacing, and ongoing engagement to maximize the use of instructional time.

PSTA/PSUSD –CSTP Narrative Rubric

STANDARD 3	~ UNDERSTANDING AND ORGANIZING SUBJECT MATTER KNOWLEDGE			
ELEMENT	**1. DOES NOT MEET STANDARD**	**2. PARTIALLY MEETS STANDARDS**	**3. MEETS STANDARDS**	**4. EXCEEDS STANDARDS**
3.1 Demonstrate knowledge of subject matter, academic content standards, and curriculum frameworks.	The teacher demonstrates minimal knowledge of key concepts, current academic content standards, and curriculum frameworks while incorporating minimal perspectives, and supporting some student learning.	The teacher demonstrates basic knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating limited perspectives, and supporting some student learning.	The teacher regularly uses a broad knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating multiple perspectives, and supporting student learning.	The teacher uses extensive knowledge of subject matter, key concepts, and research to guide students to make relevant connections to current academic content standards during instruction to extend their learning.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	The teacher demonstrates minimal knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher demonstrates basic knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher regularly applies knowledge of the range of student development to instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher utilizes comprehensive knowledge of student development to facilitate as all students develop proficiencies and understand subject matter, including related academic language.
3.3 Organizing curriculum to facilitate student understanding of the subject matter.	The teacher demonstrates minimal knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, but fails to organize instruction and facilitate student understanding of subject matter.	The teacher demonstrates basic knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, while occasionally organizing instruction to facilitate student understanding of subject matter.	The teacher regularly uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to effectively organize instruction and facilitate student understanding of subject matter.	The teacher uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to expertly organize instruction and facilitate student understanding of subject matter.

3.4 Utilizing instructional strategies that are appropriate to the subject matter.	The teacher seldom integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher occasionally integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher regularly integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher uses a repertoire of instructional strategies to make content accessible to all students. The teacher facilitates as students challenge themselves to think critically and to deepen their knowledge of the subject matter.
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	The teacher seldom uses standards aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher occasionally uses standards-aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher regularly uses standards aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher uses standards-aligned and adopted instructional materials, resources, and technologies into the curriculum to facilitate as students engage and extend critical thinking about subject matter.
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	The teacher seldom develops and adapts instruction to provide a wide range of supports for all English Learners and students with special needs. The teacher seldom assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher occasionally develops and adapts instruction to provide a wide range of support for all English Learners and students with special needs. The teacher occasionally assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher regularly develops and adapts instruction to provide a wide range of supports for all English Learners and students with special needs. The teacher regularly assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher facilitates and supports all English Learners and students with special needs as they actively engage to assess, and monitor their own strengths, learning needs, and achievements in accessing content.

PSTA/PSUSD –CSTP Narrative Rubric

STANDARD 4	~PLANNING, DESIGNING AND DELIVERING LEARNING EXPERIENCES FOR ALL STUDENTS			
ELEMENT	**1. DOES NOT MEET STANDARD**	**2. PARTIALLY MEETS STANDARDS**	**3. MEETS STANDARDS**	**4. EXCEEDS STANDARDS**
4.1 Using knowledge of student's academic readiness, language proficiency, cultural background, and individual development to plan instruction.	The teacher's instructional plans seldom reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans occasionally reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans regularly reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans support and extend student learning based on comprehensive information about the students.
4.2 Establishing and articulating goals for student learning.	The teacher's instructional goals are seldom established, articulated, and reinforced with students. Learning goals are seldom challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are occasionally established, articulated, and reinforced with students. Learning goals are occasionally challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are regularly well established, articulated, and reinforced with students. Learning goals are challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are well established, articulated, differentiated, and reinforced with students. The teacher assists students to articulate and monitor their own learning goals.
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.	The teacher seldom develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is seldom differentiated based on assessment data to ensure all students' learning needs are met.	The teacher occasionally develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is occasionally differentiated based on assessment data to ensure all students' learning needs are met.	The teacher regularly develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated based on assessment data to ensure all students' learning needs are met.	The teacher refines short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated and students use assessment data to reflect upon and monitor their own learning.

4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.	The teacher seldom plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher seldom demonstrates awareness of student learning needs.	The teacher occasionally plans instruction that incorporates strategies suggested by curriculum and district guidelines The teacher occasionally demonstrates awareness of student learning needs.	The teacher regularly plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher regularly demonstrates awareness of student learning needs.	The teacher plans instruction that incorporates a repertoire of strategies to specifically meet the diverse learning needs of all students. The teacher facilitates opportunities for students to reflect on assessment data to meet their learning needs.
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher regularly adapts instructional plans and curricular materials to meet the assessed learning needs of all students.	The teacher anticipates and plans for a wide range of adaptations to instructional plans based on in-depth analysis of individual learning needs of all students.

PSTA/PSUSD –CSTP Narrative Rubric

STANDARD 5	~ ASSESSING STUDENT LEARNING			
ELEMENT	**1. DOES NOT MEET STANDARD**	**2. PARTIALLY MEETS STANDARDS**	**3. MEETS STANDARDS**	**4. EXCEEDS STANDARDS**
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher regularly applies knowledge of the purposes, characteristics and uses of different types of assessments.	The teacher designs and adapts formative and summative assessments to support differentiated student learning needs and reflect progress.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.	The teacher seldom collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher occasionally collects and analyzes assessment data from a limited variety of sources to inform instruction.	The teacher regularly collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher consistently collects and analyzes assessment data from a variety of sources to inform instruction. The teacher continuously utilizes data analysis to plan and differentiate instruction. The teacher reflects upon evidence of student learning.
5.3 Reviewing data, both individually and with colleagues to monitor student learning.	The teacher seldom reviews assessment data individually or with colleagues to monitor student learning.	The teacher occasionally reviews assessment data individually or with colleagues to monitor student learning.	The teacher regularly reviews assessment data individually and with colleagues to monitor a broad range of data in order to maximize student learning.	The teacher collaborates in student assessment results data analysis with colleagues in order to monitor instruction and eliminate gaps between students' potential and their performance.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.	The teacher seldom uses assessment data to measure student progress and revise instruction. Learning goals are seldom revised or used to modify instruction.	The teacher occasionally uses assessment data to measure student progress and revise instruction. Learning goals are occasionally revised or used to modify instruction.	The teacher regularly uses assessment data to measure student progress and revise instruction. Learning goals are regularly revised or used to modify instruction.	The teacher continually uses assessment data to revise students' learning goals. Assessment data is used to differentiate instruction to respond to students' diverse needs.

5.5 Involving all students in self-assessment, goal setting, and monitoring progress	The teacher seldom provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher occasionally provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher regularly provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher guides students to assess their progress and reflect on their own learning goals.
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.	The teacher seldom uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher occasionally uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher regularly uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher continually uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families.	The teacher seldom provides assessment information about student learning to students and their families.	The teacher occasionally provides assessment information about student learning to students and their families.	The teacher regularly initiates contact regarding assessment information about student learning to students and their families.	The teacher engages students and their families in a variety of ongoing comprehensible communications about individual student progress and ways to provide support.

PSTA/PSUSD –CSTP Narrative Rubric

STANDARD 6	~ DEVELOPING AS A PROFESSIONAL EDUCATOR			
ELEMENT	**1. DOES NOT MEET STANDARD**	**2. PARTIALLY MEETS STANDARDS**	**3. MEETS STANDARDS**	**4. EXCEEDS STANDARDS**
6.1 Reflecting on teaching practice in support of student learning	The teacher seldom uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher does not formulate a professional development plan.	The teacher occasionally uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher partially formulates a professional development plan.	The teacher regularly uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher regularly formulates a professional development plan.	N/A
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.	The teacher demonstrates limited knowledge of how to establish professional goals and promote collaboration with the school. The teacher seldom engages in and contributes to professional development.	The teacher occasionally establishes and modifies professional goals based on self-assessment and feedback from a variety of sources. The teacher occasionally engages in and contributes to professional development targeted for student achievement.	The teacher regularly establishes and modifies professional goals based on self-assessment and feedback from a variety of sources. The teacher regularly engages in and contributes to professional development.	N/A
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.	The teacher seldom engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher occasionally engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher regularly engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	N/A
6.4 Working with families to support student learning.	The teacher seldom demonstrates awareness of the role of the family in student learning. The teacher seldom communicates with families in ways which show understanding of and respect for cultural norms.	The teacher occasionally provides opportunities and support for families to actively participate in student learning. The teacher occasionally communicates with families in ways which show understanding of and respect for cultural norms.	The teacher regularly provides opportunities and support for families to actively participate in student learning. The teacher regularly communicates with families in ways which show understanding of and respect for cultural norms.	N/A

6.5 Engaging local communities in support of the instructional program.	The teacher seldom uses neighborhood and community resources to support the curriculum, students, and families. The teacher seldom includes knowledge of communities when designing and implementing instruction.	The teacher occasionally uses neighborhood and community resources to support the curriculum, students, and families. The teacher occasionally includes knowledge of communities when designing and implementing instruction.	The teacher regularly uses neighborhood and community resources to support the curriculum, students, and families. The teacher regularly includes knowledge of communities when designing and implementing instruction.	N/A
6.6 Managing professional responsibilities to maintain motivation and commitment to all students.	The teacher seldom maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher occasionally maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher regularly maintains and submits accurate and complete records and reports. The teacher regularly maintains a commitment to support the learning needs of all students.	N/A
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	The teacher's professional responsibilities, conduct and integrity are not always demonstrated.	N/A	The teacher regularly maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.	N/A

PSUSD
PALM SPRINGS UNIFIED SCHOOL DISTRICT

Appendix G.

ELEMENTARY SCHEDULES

SCHOOL SITES	CURRENT SCHEDULE	
Elementary	A.M. - START	P.M. - END
AGUA CALIENTE	7:45	2:35
BELLA VISTA	7:45	2:35
BUBBLING WELLS	7:45	2:35
CABOT YERXA	7:45	2:35
CAHUILLA	7:45	2:35
CATHEDRAL CITY	7:45	2:35
DELLA S. LINDLEY	7:45	2:35
JULIUS CORSINI	7:45	2:35
KATHERINE FINCHY	7:45	2:35
LANDAU	7:45	2:35
RANCHO MIRAGE	7:45	2:35
RIO VISTA	7:45	2:35
SUNNY SANDS	7:45	2:35
TWO BUNCH PALMS	7:45	2:35
VISTA DEL MONTE	7:45	2:35
MIDDLE SCHOOL		
DESERT SPRINGS	8:45	3:35

All school sites will have standardized instructional minutes for the year: Kindy (full day) – Gr. 3 = 55,230 instructional minutes per year and Gr. 4-5 = 56,570

All elementary sites will have a 45 minute lunch.

Grades K-3 will have a 30 minute recess and 4-5 a 20 minute recess daily. The recess may be divided based upon site needs.