

AGREEMENT
BETWEEN THE
VICTOR ELEMENTARY SCHOOL DISTRICT
AND THE
VICTOR ELEMENTARY TEACHERS ASSOCIATION
EFFECTIVE
JULY 1, 2025
TO
JUNE 30, 2028

June 2026

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

ARTICLE 1
RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for the unit of non-management employees, that includes Certificated Contracted Teachers, Adaptive PE Teachers, Speech and Language Pathologists, and Registered Nurses. The original establishment of the Victor Elementary Teachers Association was on May 7, 1976.

ARTICLE 2
DISTRICT RIGHTS

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

ARTICLE 3 ASSOCIATION *RIGHTS*

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

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

- b. Employee attendance shall be highly encouraged and paid by the employer.
 - c. Association literature, membership forms and dues deduction forms shall be provided in the District employee processing packet.
 - d. All employee orientations shall be in person.
 - e. The employer may be present during the Association's presentation.
 - f. Two hours shall be allotted for the Association's presentation.
 - g. In the event that a new employee does not attend the Association's presentation, the new employee shall attend a scheduled make up orientation within the first ten (10) work days of the school year.
 - h. CTA-endorsed vendors may be included in the orientation at the discretion of the Association.
 - i. The Association shall have access to the District's audio-visual equipment.
3. Bargaining Unit Members Hired After the First Day of School
- a. The District will notify the Association President, Vice President, Membership Chair, and Negotiations Chair when a new employee is hired and the approximate date of processing.
 - b. The District and the Association have agreed to hold New Employee Orientation during the processing of new employees at a mutually agreeable time with the least impact to classroom instruction. This orientation will be no more than one (1) hour in length.

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

ARTICLE 4
DECISION-MAKING

A. VESD GOVERNANCE MODEL:

Purpose

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

Board Level

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

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

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

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

Site Level

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

The principal will establish operational procedures for the school.

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

B. SITE-BASED DECISION-MAKING

1. PURPOSE

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

2. CONSENSUS

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

3. CONSULTATION

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

4. ANNUAL SELECTION OF DECISION-MAKING PROCESS

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

5. CHANGING DECISION-MAKING PROCESS

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

- a. At any time, a site unit member may request to agendize a vote to change the decision-making process.
- b. All site unit members will be notified of the agendized item at the first available staff meeting.
- c. The vote will take place at the subsequent staff meeting
- d. After reviewing Article 4 and Appendix B, a secret ballot vote shall then be taken by the unit members present. A two-thirds majority is required to change the present decision-making process. If a two-thirds vote is not reached the decision-making process remains the same. If a change is made, the site shall notify the Association and the District of the change.

6. LEADERSHIP TEAM

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

C. DISTRICT-LEVEL PROVISIONS

1. An Agreement Waiver is any decision by a site to deviate from the Agreement. Sites shall follow Victor Elementary School District Procedures and Flowchart for Reaching Consensus (Appendix B). In order to be considered by the Agreement Waiver Council (AWC)
 - a. The Agreement Waiver must apply to the entire site and be submitted in writing.
 - b. The Agreement Waiver must note the Article and Section being waived.
 - c. The Agreement Waiver shall be signed by all site unit members.
 - d. All Agreement Waivers shall be submitted annually in accordance with established rules and timelines set by the AWC.

2. There shall be an established Agreement Waiver Council (AWC) with a representative from each site appointed by the Association, The AWC shall review and act upon Agreement Waiver Requests. and two District representatives appointed by the Superintendent. The AWC is responsible for establishing its own rules of operation and timelines.
 - a. The AWC shall select a chairperson who facilitates the meeting and a secretary who shall keep minutes of all meetings.
 - b. A quorum for the purpose of a meeting shall consist of a representative from the site submitting an Agreement Waiver Request and a majority of the representatives.
 - c. Decisions regarding Agreement Waivers shall be reached by unanimous vote of all present.
 - d. AWC meetings shall be open and held at a time convenient for AWC members.

ARTICLE 5
WORKING TIME

A. SERVICE DAY:

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

B. SERVICE WEEK:

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

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

C. SERVICE YEAR:

1. The service year shall be one hundred eighty-six 186 working days. The working days shall annually be set forth on the district calendar.
2. The calendar shall allow for six (6) working days in addition to the 180 student days.
 - a. Three (3) days to be used by teachers to prepare for the upcoming school year. Teachers are required to complete all Safety online trainings, 5 days of emergency sub plans and 5 days of split class plans, to be turned into the site administrator by the end of the second day of the school year.
 - b. One (1) day is for district and/or site in service.
 - c. One (1) day is to be used for site and/or grade level collaboration as planned by the principal and leadership team.
 - d. One (1) will be used for professional development based on current school need collaboratively decided by site administration and staff.
3. Unit members shall attend a maximum of two (2) after service day events per year:
 - a. Each event not to exceed more than one (1) hour or one (1) event not to exceed two (2) hours total.
4. During the service year, the District will pay for up to 9 sub-days for all SDC teachers to be used for testing, prep for IEPs, paperwork and other SDC responsibilities. SDC teachers are responsible for notifying the site administrator at least 24 hours in advance when a substitute is needed. Any additional days needed beyond the 9 sub-days shall be paid for by the site.
5. SEL Curriculum
 The goal of implementing the SEL curriculum is to assist teachers and students with building a classroom culture, building a relationship as a class, and establishing classroom discipline/expectation plans that are known, owned, and reviewed often with students.

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

6. Parent Conferences

Two weeks per year:

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

ARTICLE 6

ASSIGNMENT/ REASSIGNMENT (Planning for the Next School Year)

A. DEFINITIONS:

1. Assignment - Placement of a unit member in a grade level(s) at a work site(s).
2. Reassignment- In planning for the following school year, when a change of grade level(s) placement at a work site(s) or movement from one school(s) to another within the District based on student enrollment.

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

1. Preliminary assignments will be given to unit members by April 15.
2. After the transfer process is completed, a unit member may request a change in site assignment based on any openings as a result of the transfer process (See Article 7 C) with the approval of their site supervisor.
3. Assignments will be finalized by May 31.

C. REASSIGNMENT BASED UPON PLANNING FOR THE NEXT SCHOOL YEAR:

Unit members shall not be reassigned except when:

1. A unit member requests a change in assignment and the request is granted by the supervisor.
2. A change in student demographics within a grade level requires a staffing reassignment. Notification of the reassignment shall be made by April 15.
 - a. Site supervisor will solicit volunteers for reassignment from the grade level which is overstaffed.
 - b. If there are no volunteers, the unit member in the affected grade level, who has the least District seniority, will have the following options: A) assume the assignment held by the unit member with the least District seniority at the affected school/site [by April 15]; or B) elect to enter the Voluntary Transfer process.
 - c. The grade level(s) affected will be based on the following year's staffing assignment to include combination classes and site-based grade level agreements (i.e. looping).
 - d. The unit member displaced from the school site shall be guaranteed the right to transfer back, if they so choose, to any vacancy at the former site for the following school year.

D. ADMINISTRATOR REASSIGNMENT TO THE CLASSROOM:

1. Experience as an administrator in our District will be counted as experience towards placement on the certificated salary schedule. Credit for prior teaching experience shall be given, if applicable, according to Article 13, Compensation. If the person was a unit member in VESD prior to being an administrator, the placement on the salary schedule shall resume where it left off, plus administrative experience.
2. Administrators will follow the Voluntary Transfer Process, as described in Article 7. If not selected through the interview process, then will be placed after current unit members have been assigned.
3. Administrators returning to the classroom will not be placed at a school site where they have served in any administrative capacity.
4. Administrators who return to classroom teaching will be considered unit members and will be covered by the negotiated agreement.
5. Administrators will be evaluated during their first year back in the classroom.

E. CERTIFICATED MANAGEMENT REASSIGNMENT TO THE CLASSROOM:

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

ARTICLE 7
TRANSFER (Within the Current School Year)

A. DEFINITIONS:

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

B. INVOLUNTARY TRANSFER:

1. After a new school year begins, involuntary transfers can occur:
 - a. When there is imbalanced staffing.
 - b. For the physical safety of the unit member (as determined by the District). *Ed Code 35035: allows the Superintendent, with Board approval, to move (transfer) a teacher for safety reasons.*
2. When imbalanced staffing occurs, making it necessary to transfer a unit member, the following procedure (excluding positions that require a specialized authorization or credential) shall be used.
 - a. Solicit volunteers for transfer from the site which is overstaffed.
 - b. If there are no volunteers, the unit member with the least district seniority at the transferring site that is overstaffed shall be transferred to a district site where vacancies exist. In the event that such a transfer is necessary, the unit member will be provided with three (3) days advance notice and an additional two (2) days of release time to prepare for the transfer, District assistance for moving, District supplies/equipment, and a qualified substitute teacher to cover the unit member's class during the transition.

- c. In the event there are unit members with the same hire date at the overstaffed grade level at the school site, a representative from the District and the Association will meet with the teachers involved. A lottery method will be agreed upon in order to determine the transferring unit member(s).
 - d. A unit member who has volunteered to be an involuntary transfer, shall have the first right to transfer back to any vacancy at the former site for the following school year. Should there be two or more unit members who want to return to their former school site, the unit member with the greatest seniority shall have the first opportunity.
 - e. An involuntary transfer shall have the first right to transfer back to any vacancy at the former site for the following school year. This does not apply to a Superintendent's transfer. Should there be two or more unit members with the same hire date who want to return to their former school site, a representative from the District and the Association will meet with the teachers involved. A lottery method will be agreed upon in order to determine the transferring teachers(s).
- 3.
 - a. Any unit member who is to be reassigned because actual student demographics differ from projection shall be notified of the reassignment as soon as possible.
 - b. If reassignment is necessary, the unit member will be given the opportunity to discuss the change with the immediate supervisor and work out a reasonable plan and timeline.
 - c. If the reassignment involves a change of a grade level, room, and/or schools, the unit member will be offered two days of release time or substitute pay to move and set up the new classroom for instruction. The District is responsible for moving equipment and supplies.

C. VOLUNTARY TRANSFER:

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

those unit members who are affected by an imbalanced staffing involuntary transfer, as provided for in this Article 7.B.2.e, shall be given the first consideration in accordance with the Education Code when filling these vacancies.

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

ARTICLE 8
CLASS SIZE

A. CLASS SIZE

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

TK/Kindergarten: 33 Maximum

Grades 1-3: 32 Maximum

TK-3: Site Average – 24

Grades 4-6: 34 Maximum - District Average 31.6

K-1 Combination is considered as 1-3

3-4 Combination is considered as 1-3

2. Every attempt shall be made to alleviate class size overages as soon as possible, and no later than thirty (30) school days after the beginning of the school year. If the above maximum class sizes for TK/kindergarten through grade 6 are exceeded, the District will make adjustments, either by reorganizing classes or providing additional teaching staff to meet these maximums. Maximum class sizes as stated in this article shall not apply during the last three (3) school months if there is an increased enrollment in the school.
3. Prior to initial class placement at the start of the school year, each grade level will collaborate on placement of all students on an Individualized Education Plan (IEP), with input from the case carrier (Speech and Language Pathologist, Resource Specialist Program Teacher, Special Day Class Teacher). Students will be distributed in an order as predetermined by the grade level, principal and the case carrier. The intent is to find the best possible educational placement for every child.
4. Combination classes will be scheduled only as necessary because of space availability and/or when student enrollments are such that maintaining two (2) separate grades with separate teachers is financially unsound.
 - a. The responsibility for taking a combination class will be rotated equitably among tenured Unit Members in the grade level(s) that will be impacted. This rotation is based upon when the Unit Members in the impacted grade level(s) last taught a combination class at their current

school site. Unit Members shall not be required to teach a combination class for two consecutive years unless an exception applies.

b. Exceptions:

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

B. Speech and Language Pathologists (SLP) CASELOAD

1. The District Speech Language Pathologists (SLP) Individualized Education Plan (IEP) caseload average will be 55 (per Ed. Code 56363.3)

2. When the District SLP IEP average remains constant above 55 for 15 days, the District will provide additional SLP staff to meet the average. The District will have an additional 75 days to hire a new SLP.
3. The District will provide an opportunity for the SLP to participate in the process equitably assigning caseloads annually.
4. The Response to Intervention (RTI) caseload shall not exceed 10 students per SLP. New students will transition to RTI as space becomes available.

C. Resource Specialist Program (RSP) CASELOAD

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

ARTICLE 9
INCLUSION

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

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

ARTICLE 10
SAFETY CONDITIONS OF EMPLOYMENT/MEDICAL PROCEDURES

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

ARTICLE 11

LEAVES

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

A. DEFINITIONS

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

B. SICK AND PREGNANCY LEAVES

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

1 4. Proof of Illness or Injury: A unit member may be required to present a
2 medical doctor's affidavit verifying the personal illness or injury and/or a
3 medical authorization to return to work. Such verification may also be required
4 by the District for just cause.

5 5. Compensation Adjustments: Unit members receiving payments from the
6 State Compensation Insurance Fund for time lost due to injury shall have
7 deducted from their monthly salary an amount equal to the insurance
8 compensation. Upon termination of the industrial accident or illness leave, the
9 unit member may use his/her sick leave, or illness leave of absence, provided
10 that if the member continues to receive temporary disability indemnity, he/she
11 may only receive compensation which added to his/her disability indemnity,
12 will result in payment to him/her of not more than his/her full salary.

13 6. Adoption Leave: Unit members may use up to ten consecutive sick leave days
14 or the amount of time required by the adoption agency, commencing with the
15 receipt of an adopted minor in a legal adoption process, for a home adjustment
16 period. If more than ten days are used the additional days shall be deducted from
17 the unit member's sick leave. 12 weeks may be requested for child bonding by
18 either parent at any time within the first twelve months of adoption. Once sick
19 leave has been exhausted, the unit member will receive differential pay.
20 (Education Code Section 44977.5)

21 7. Education Code 44977.5 will be followed by the District in accordance with
22 Assembly Bill 375 Maternity/Paternity leave.

23 C. FAMILY MEDICAL LEAVE ACT: (FMLA The district shall follow regulations
24 regarding FMLA.

25 D. INDUSTRIAL ACCIDENT OR ILLNESS LEAVE: Unit members may utilize the
26 industrial accident or illness leave pursuant to the following conditions and
27 limitations.

28 1. The industrial accident or illness must have arisen out of and in the course of
29 employment of the unit member, and must be accepted as such by the District's
30 carrier.

31 2. Allowable leave for each industrial accident or illness shall not exceed sixty
32 (60) service days.

33 3. Allowable leave for industrial accident or illness shall not be accumulated from
34 year to year.

35 4. The industrial accident or illness leave shall commence on the first day of
36 absence.

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

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

7. During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions. Should the unit member elect to retain his/her indemnity check, the District shall reduce the appropriate salary warrant by the amount of the indemnity check.

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

E. PERSONAL NECESSITY LEAVE: A unit member may elect to use seven (7) days of his/her accumulated sick leave each service year in cases of personal necessity. Conditions governing personal necessity are as follows:

1. Advance permission shall not be required when leaves are taken for the following reasons:

a. Death or serious illness of a member of the unit member's immediate family (immediate family is defined under Bereavement Leave).

b. Accident, involving the unit member's person or property, or the person or property of a member of his/her immediate family. NOTE: The District should be notified when reasonably possible to permit arrangements for substitutes.

c. Inability to reach the work site because of natural disasters or other circumstances clearly beyond the control of the unit member.

2. Advance notification to the District shall be required, whenever possible, for personal necessity leave for any of the following reasons:

a. Appearance in court as a litigant, witness or accompanying a minor of the immediate family under an official order. The unit member shall furnish evidence of the court appearance to his/her immediate supervisor who shall attach it to the unit member's absence report.

b. To attend meetings and court dates required by a legal adoption process.

c. Doctor or dental appointment of the unit member or member of the immediate family.

d. Illness of a member of the immediate family and/or necessary care of a significant relative.

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

3. Leave in Case of Compelling Personal Importance: Compelling Personal Importance (CPI) is when the unit member has no other choice except to take the leave during the contracted day. The unit member is not required to provide the reason. Five days of personal necessity leave may be designated each school year for cases of Compelling Personal Importance. A unit member shall accrue CPI days not to exceed 10. If a unit member has accrued 10 CPI days then the remainder will be converted back to the sick leave balance. No more than five CPI days shall be used consecutively. CPI days that are not used remain a part of the unit member's accumulated sick days the following year.

Note: The supervisor shall be notified as early as possible in order to permit arrangements for substitutes.

4. Written or other proof of the reasons given for all personal necessity leaves except cases of compelling personal importance, shall be presented to the District when requested.

F. BEREAVEMENT LEAVE: Unit members are entitled to a leave of absence, not to exceed five (5) days on account of the death of any member of his/her immediate family to include a miscarriage. This leave is in addition to all other leaves. Immediate family means: Spouse, registered domestic partner, parent, child, son-in-law, daughter-in-law, brother, sister, mother-in-law, father-in-law, grandparents of unit member or spouse, grandchild of unit member or spouse, brother-in-law, sister-in-law, brother and sister of your parent, children of your brother or sister or any person who lives or has lived with the unit member for a minimum of three (3) consecutive years.

G. UNPAID LEAVE:

1. A tenured unit member with five (5) years or more in the District may request an unpaid leave of absence for up to one (1) year.

2. The leave of absence does not count as a year towards seniority.

3. The unit member does not retain his/her position at their school site.

4. The unit member is guaranteed a position in the District upon return.

5. All compensation and benefits cease during the leave of absence.

H. JURY DUTY:

1. Unit members called to jury duty shall submit a request for a substitute as early as possible.

2. Unit members on jury service shall submit a statement certified by the court clerk which indicates the date and time actually served.

I. MILITARY LEAVE:

1. In addition to the benefits provided pursuant to Sections 395.01 and 395.02 of the Military and Veterans Code, any employee of a school district who, as a member of the California National Guard or a United States Military Reserve organization, is called into active military duty, may receive, on approval of the governing board of the school district, the benefits provided for in subdivision (b).

2. Any employee to which subdivision (a) applies, while on active duty, may receive from the school employer, for a period not to exceed 180 calendar days, as part of his or her compensation, all of the following:

a. The difference between the amount of his or her military pay and allowances and the amount the employee would have received as an employee, including any merit raises that would otherwise have been granted during the time the individual was on active military duty.

b. All benefits that he or she would have received had he or she not been called to active military duty unless the benefits are prohibited or limited by vendor contracts.

3. The credential of a certificated employee may not become invalid for failure to renew while the employee, as a member of the California National Guard or a United States Military Reserve organization, is on active military duty. A certificated employee shall have a period of 120 days after the end of his or her active military duty to renew the credential. (CA Ed. Code Section 44018)

ARTICLE 12
BENEFITS

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

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

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

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

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

G. Retiree benefits

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

ARTICLE 13
COMPENSATION

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

A. DEFINITION OF CLASSES (SEE APPROPRIATE SALARY SCHEDULE)

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

B. STEP STATUS

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

C. APPLICATION OF THE SALARY SCHEDULE

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

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

F. TRANSFERRING FROM ONE CLASSIFICATION TO A HIGHER CLASSIFICATION:

1. Salary Schedule Placement

- a. Approved courses for column movement shall be upper division or graduate level from an accredited college or university; identified student/district needs or any course required to complete an advanced degree or credential. (Spanish may be taken at an undergraduate level.)

- 1) The base program is comprised of reading, writing, and math.
- 2) The presently identified District's needs are classroom management, home-school relationships, interpersonal relationships, character development, Spanish, and science.
- 3) An advanced degree or credential programs shall relate to education.
- 4) Units that are appropriate to a specialized position (i.e. counselor, speech, technology, reading specialist, APE, music) held by a unit member may be applied to column movement.

2. Procedure

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

G. ADDITIONAL COMPENSATION

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

C. Selection Process:

- 1) New unit members interested in coaching will be interviewed by a panel established by Personnel. The panel will include a representative appointed by VETA.
- 2) All selected new coaches and returning coaches will be considered for assignments for the coming year.
- 3) Coach assignments will be based upon the required matching of credentials and grade level experience.
- 4) Best match for the needs of inductee to include consideration of on-site assignment
- 5) Inductees will be distributed to coaches as equitably as possible with a maximum of two per coach.

CI. Coach Expectations:

- 1) Unit member will comply with all induction program requirements.
- 2) Coaches will go to the inductee's site for meetings or to a mutually determined location in the inductee's best interest.
- 3) The District will monitor the progress of induction program completion.

CII. Stipend

- 1) Coaches shall receive a stipend of \$3,500 per inductee assigned, to be paid at the completion of the assignment on the July pay warrant.
- 2) If a coach does not finish a full year or all requirements are not met, the stipend will be prorated accordingly.

ARTICLE 14
ASSOCIATION DUES DEDUCTIONS

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

**ARTICLE 15 - A
JOB SHARE
PARTNERSHIPS**

A. DEFINITIONS:

1. Job share partnership - More than one Unit member shares a full time assignment.
2. Participants – A current contracted unit member.

B. ASSIGNMENT:

1. Entering a job share partnership:
 - a. Unit members who choose to participate in a job share partnership shall submit a written proposal to their supervisor requesting a job share partnership at their current site by the end of the first week of April. Once approved, the job share is irrevocable until the conclusion of the school year for which it was created. The District reserves the right to honor or reject the request and to limit the number of job share partnerships at each site.
 - b. Job share partnerships end at the conclusion of each school year.
2. Exiting a job share partnership
 - a. When a job share partnership is not continued, then the following conditions will apply:
 - 1) The person who was originally in the assignment prior to the job share partnership will remain in that assignment. If there are no openings at the job share site for the Unit Member who is displaced, the Unit Member may participate in the Voluntary Transfer Process. If not selected, the Unit Member will be subject to the Involuntary Transfer Process (Article 7) and district seniority will not be considered in this circumstance.
 - 2) When a job share partnership is created with two Unit Members at the same site, in the same grade level; district seniority applies to who will remain in the assignment. If there are no openings at the job share site for the Unit Member who is displaced, the Unit Member will be subject to the Involuntary Transfer Process (Article 7) and district seniority will not be considered in this circumstance.

- b. Unit members entering into a job share partnership may only return to a full-time position if there are positions available.
- c. Probationary unit members in a job share partnership who work less than seventy-five percent (75%) of the contract days in a year shall not receive credit in that year towards permanent status.
- d. Permanent unit members employed for less than 75% of a full-time assignment shall advance one step on the salary schedule the year after the equivalent of 75% or more of a service year has been accumulated.

3. Assignment to Combination Class

- a. A Job Share Partnership shall be included in the combination grade level rotation.

C. EVALUATION

- 1. Evaluation of a probationary unit member in job share partnership of less than 75% shall consist of two (2) observations per year for two (2) years and one (1) observation thereafter.
- 2. Unit members in job share partnership of 75% or more will be evaluated in accordance with Article 16 (Evaluation).

D. LEAVES

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

E. BENEFITS

- 1. For teachers who form a job share partnership, the District will fund one benefit package which entails medical, vision, dental, and life insurance coverage. The partners must agree on how to share the benefit package based on the following options:
 - a. If both partners want medical coverage:
The total annual medical premium will be divided based upon the percentage that each person works, and applied to medical insurance. The employees are required to pay the remainder.

- b. If only one partner wants medical insurance:
Providing he/she can provide proof of current medical insurance from another source, one partner may relinquish all medical insurance coverage to the other partner or may choose to retain vision, and/or dental, and/or life insurance.
 - c. If both partners want vision, and/or dental, and/or life insurance coverage:
The vision, dental, and life insurance premiums will be divided based upon the percentage that each person works, and applied to the vision, dental and life insurance premiums. The employees are required to pay the remainder.
 - d. If only one partner wants vision, and/or dental, and/or life insurance coverage: One partner may relinquish all or part of the insurance coverage to the other partner.
 - e. Options for benefit packages must be reviewed and agreed upon annually by both parties in the job share partnership.
2. The above arrangements will be terminated if our insurance provider will no longer allow it.

F. COMPENSATION

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

**ARTICLE 15- B
PART-TIME ASSIGNMENT**

A. DEFINITIONS:

1. Part-time assignment - A unit member works less than full-time, 186 days.
2. Participants - May be a current contracted unit member.

B. ASSIGNMENT:

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

C. EVALUATION

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

D. LEAVES

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

E. BENEFITS

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

F. COMPENSATION

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

ARTICLE 16
EVALUATION

- A** Unit Members shall be evaluated in accordance with this article. These provisions constitute the procedures to be utilized for the performance evaluation and assessment of certificated employees as set forth in the California Education Code. (E.C. 44660, et. seq.)
- B** The performance evaluation will be based on the following areas (California Standards for the Teaching Profession, 2009):
- (Teachers)
1. Engaging and supporting all students in learning.
 2. Creating and maintaining effective environments for student learning.
 3. Understanding and organizing subject matter for student learning.
 4. Planning instruction and designing learning experiences for all students.
 5. Assessing students for learning by using past performance data from multiple measures (including the progress of students towards the Board's established standards of expected pupil achievement at each grade level in each area of study and state adopted academic content standards measured by state-adopted criterion-referenced assessments, if applicable.) This past performance data shall not include the use of publishers' norms established by standardized tests. (E.C. 44662, Stull Act)
 6. Developing as a Professional Educator.
- (Nurses)
1. Engaging and supporting all students in learning.
 2. Creating and maintaining effective environments for student learning.
 3. Understanding and organizing access to health information and health care for the school community.
 4. Planning and providing for continuity of coordinated school health services program.
 5. Assessing student health.
 6. Developing as a health professional.
- C** Unit Member's evaluation shall be derived from the following:
- (Teachers)
1. Formal classroom observation(s) or Alternative Performance Evaluation.
 2. Performance of professional duties and responsibilities as described in the Unit Member Job Descriptions (See Appendix D).
 3. Informal walk-throughs. Any concerns observed in an informal walk-through are shared in a timely manner, opportunity for improvement is provided, and supports for improvement are offered.

(Nurses)

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

D. Observation procedure:

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

E. Timeline

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

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

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

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

Improvement Plans

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

F. Summative Evaluation

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

Alternative Performance Evaluation

6. Purpose

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

7. Eligibility

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

8. Process

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

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

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

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

9. Timeline

a. One Year Project

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

Two Year Project

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

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

G. Five-Year Evaluation Cycle

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

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

H Receipt of Reports

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

I Grievability

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

ARTICLE 17
PERSONNEL FILES

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

ARTICLE 18
GRIEVANCES

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

B. **DEFINITIONS:**

1. **Grievance:** A grievance is a claim by a grievant of a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.
2. **Grievant:** A grievant is the unit member or Association making the claim.
3. **Immediate Supervisor:** The immediate supervisor is the management employee having authority over the unit member.
4. **Day:** A day is defined as a service day. If the grievant has a continuous break of five (5) or more normal work days during the time frames referred to in Section C, the definition of a day reverts to a day when the District Office is open for business beginning with the next work day.

C. **PROCEDURE:**

1. **Informal Level**

- a. **Informal Conference:** A grievant shall attempt to resolve an alleged Agreement violation through an informal conference with the immediate supervisor.
- b. **Notification Conference:** If the alleged violation is not resolved to the satisfaction of the grievant, the grievant will meet with the immediate supervisor to attempt final resolution of the alleged violation and/or notify the supervisor of the grievant's intent to begin the formal level timeline.

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

2. Formal Level I

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

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

3. Level II - Mediation:

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

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

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

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

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

4. Level III - Arbitration

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

1. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and resolution to the precise issue(s) submitted. The decision of the arbitrator shall be final and binding and will be submitted to the Board of Trustees and the Association.

5. Appropriate Form: Appropriate grievance form are those set forth in Appendix A.

6. Grievance Termination: When a grievance has been filed by a unit member(s), the grievant(s) may terminate the grievance at any time by giving written notice to the Superintendent or designee. Failure of a grievant to comply with time limits, or to follow the established procedures shall be deemed a termination of the grievance.

7. Meetings: Level I conference will take place as soon after the end of the student day as practical. Another time may be arranged by mutual consent of the District and the grievant.

8. Responsibility:

a. While a grievance is being processed, the grievant shall continue to perform duties as directed by Administration.

b. No reprisal of any kind will be taken by the District against a grievant(s) or any other participant(s) in the grievance procedure by reason of such participation.

9. Assistance:

a. The grievant(s) is entitled to representation by the Association at any level of the procedure.

b. Either or both parties may have one (1) person in attendance at an informal conference and two (2) persons in attendance at Level I. More persons may attend by mutual consent of both parties.

c. When a grievant represents his/herself in a Level I (or beyond) the District shall submit to the Association a copy of any proposed resolution. The resolution shall not be final without Association approval.

ARTICLE 19
INTERMEDIATE DISCIPLINE

A. Discipline is defined as verbal reprimand, written reprimand, and suspension with pay or without pay. Violation of law, this agreement, Board policy, or administrative rules and regulations may result in employee discipline.

B. Routine conversations with a supervisor and/or review of expectations are not considered disciplinary in nature. However, continued failure to fulfill duties and responsibilities may lead to disciplinary action.

C. Unit members have the right to representation at meetings that are disciplinary or that the unit member reasonably believes will result in discipline.

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

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

1. Verbal Reprimand

2. Written reprimand

3. A recommendation for suspension. The recommendation shall be reviewed by the Superintendent who shall have sole authority to suspend.

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

1. A written recommendation for suspension, a copy of which will be given to the unit member and the Association, will be forwarded to the Superintendent.

2. The Superintendent shall review the recommendation for suspension and discuss the matter with the unit member or, if requested by the unit member, with the unit member and an Association representative. The unit member shall be given an opportunity to respond to the allegations and to comment on the intended disposition.

3. The Superintendent shall give the unit member written notice of his/her final decision within ten (10) working days from the receipt of the recommendation to suspend. The notice shall contain:

a. A statement of the charge(s).

b. A statement of the law, agreement, policy, rule, or regulation violated.

c. A statement of the action to be taken.

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

**ARTICLE 20
CITIZEN COMPLAINTS**

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

- 1 4. Complaints found to be true may be used as a basis for disciplinary
2 action. Unit members have the right to representation at meetings that
3 are disciplinary or that the unit member reasonably believes will result
4 in discipline. The unit member shall be notified before the disciplinary
5 meeting of the right to representation.

- 6 5. Complaints which are withdrawn, found to be false, or are not
7 sustained by the grievance procedure (if grieved) shall neither be
8 placed in the unit member's personnel file nor utilized in any
9 evaluation or disciplinary action against the unit member.

ARTICLE 21
CONCERTED ACTIVITIES

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

ARTICLE 22
COMPLETION OF MEET AND NEGOTIATION

- A. This agreement between Victor Elementary School District and Victor Elementary Teachers Association is effective from July 1, 2025 to June 30, 2028.**
- B. The District and the Association have agreed to meet and negotiate at least once per year and when mutually agreed upon.**
- C. Should the agreement expire, both parties agree to follow the agreement until new language has been ratified and school board approved.**

ARTICLE 23
SAVINGS PROVISION

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

VICTOR ELEMENTARY SCHOOL DISTRICT
CERTIFICATED GRIEVANCE FORM

Grievant(s): _____ Representing: _____
(Individual or Association)

Work Location: _____ Supervisor: _____

* * * * * INFORMAL LEVEL * * * * *

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

2. Date(s) of Occurrence: _____

3. Description of Alleged Violation: _____

4. Remedy Sought: _____

5. Summary of efforts to resolve at Informal Level: _____

6. Date of Notification Conference: _____

Signature of Grievant: _____ Date: _____

* * * * * FORMAL LEVEL * * * * *

Disposition of Superintendent or Designee

Date submitted to Level I: _____

Date of Level I Conference: _____

Disposition of Grievance: _____

Signature of Superintendent/Designee: _____ Date: _____

* * * * *

Level II – Mediation

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

President, Victor Elementary Teachers Association Date

* * * * *

Level III - Arbitration

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

President, Victor Elementary Teachers Association Date

COPY TO GRIEVANT, ASSOCIATION PRESIDENT AND GRIEVANCE FILE

VESD Procedures for Reaching Consensus

STAGE 1: Understand the Proposal

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

1.1 State the Proposal

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

1.2 Clarify the Proposal

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

1.3 State Concerns

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

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

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

1.4 1st Call for Consensus

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

STAGE 2: Resolve Concerns

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

2.1 List All Concerns

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

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

Avoid Repeating Concerns

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

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

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

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

2.2 Discussion to Resolve Concerns

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

- ◆ Withdraw proposal.
- ◆ Clarify the proposal.
- ◆ Change the proposal.

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

VESD Procedures for Reaching Consensus

Cross Through Concerns

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

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

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

Send Proposal to Subgroup

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

Withdraw Proposal

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

Stand Aside

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

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

2.3 2nd Call for Consensus

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

2.4 Evaluate Group Purpose and Values

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

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

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

VESD Procedures for Reaching Consensus

2.5 3rd Call for Consensus

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

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

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

2.6 Evaluate Individual Motives

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

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

2.7 Final Call for Consensus

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

Stage 3: Closing

3.1 Conduct Supermajority Vote

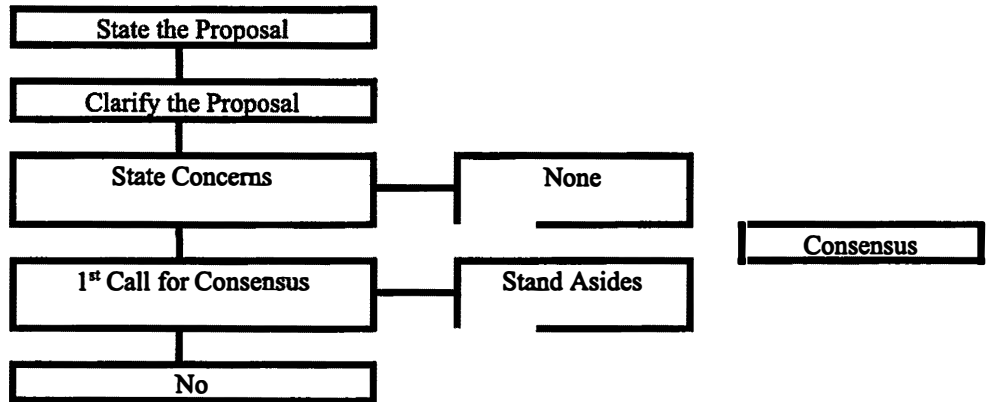
We have outlined a very thorough process for reaching consensus. Groups need to give themselves the time necessary to go through this penetrating and painstaking process.

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

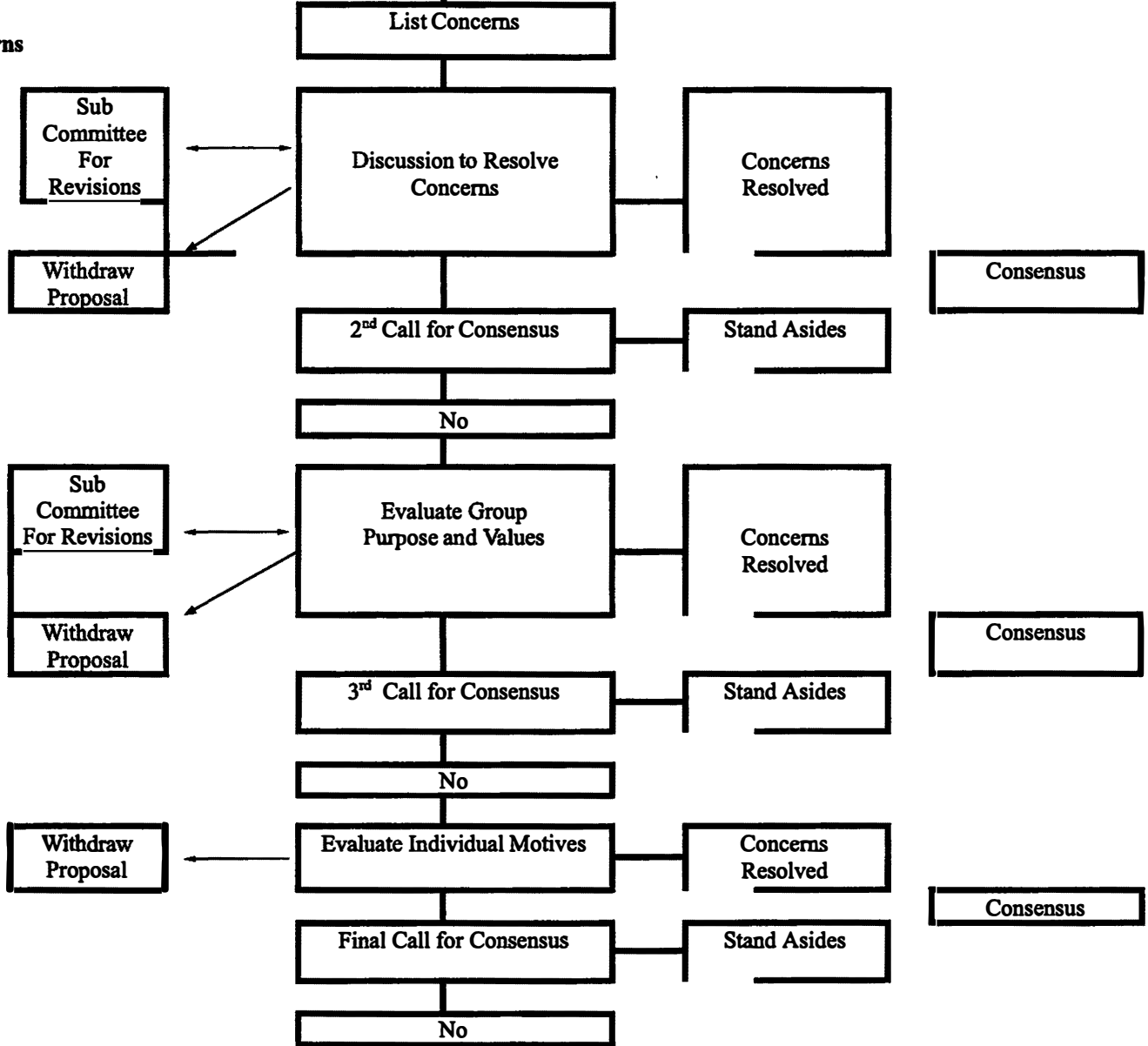
It is possible to structure a vote to close the decision. It has been argued that a simple majority vote is more democratic than a hung jury consensus. In trying to avoid the "Tyranny of the Majority," we do not embrace the "Tyranny of the Minority." A vote requiring a 90 percent majority for passage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

Consensus Process Flow Chart

Stage 1: Understand the Proposal



Stage 2: Resolve Concerns



Stage 3: Closing



EVALUATION NOTIFICATION

Date: 8/5/2022

RE: Evaluation – Article XVI

Name:	«FIRST» «LAST»	Status:	«TYPE»
Site:	«LOCATION»	District Experience:	«DIST_EXP» YEARS
Cycle:	«CYCLE»	Last Evaluation :	«CERT_LAST_EV AL»

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

ALTERNATIVE PERFORMANCE EVALUATION OPTION (Article XVI – H):

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

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

Evaluator Signature _____ Date: _____

Evaluatee Signature _____ Date: _____

Certificated Evaluation Observation Planning Sheet

School Year: _____ Observation: ☐ 1 ☐ 2 ☐ 3
 Evaluatee: _____ Evaluator: _____
 School: _____ Position/Assignment: _____

Section I: Pre-Planning: Please complete this section prior to the collaborative observation planning meeting. Brainstorm and note your initial ideas for formulating your observation lesson. **Standards: Please use California Standards for the Teaching Profession (2024).**

<https://docs.ctc.ca.gov/Document/Download/30328>

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

Certificated Evaluation
Observation Planning Sheet

Section II: Collaborative Observation Planning: This section is to be completed collaboratively in a meeting with the evaluatee and evaluator to discuss the standards and what will be demonstrated in the lesson. *There are information balloons that can be used for guidance as you reflect on each standard.*

<https://docs.ctc.ca.gov/Document/Download/30328>

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

Standard 1: Engaging and Supporting All Students in Learning:

- ☐ 1A Focus on Students
- ☐ 1B Knowledge of Students
- ☐ 1C Student Backgrounds and Family Engagement
- ☐ 1D Diversity and Equity

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

- ☐ 2A Learning Environment
- ☐ 2B Student Behavior
- ☐ 2C Organizational and Resource Management
- ☐ 2D Inclusive Environment

Standard 3: Understanding and Organizing Subject Matter for Student Learning:

- ☐ 3A Knowledge of Subject Matter and Pedagogy
- ☐ 3B Connecting Subject Matter to Real-World Contexts
- ☐ 3C Curriculum and Resources for Specific Students and Student Groups
- ☐ 3D Content and Skills Across Subjects
- ☐ 3E Curriculum Materials and Resources

Certificated Evaluation
Observation Planning Sheet

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

- ☐ 4A Planning Instruction for Student Learning
- ☐ 4B Designing and Developing Instruction for Student Learning
- ☐ 4C Facilitating Instruction for Student Learning
- ☐ 4D Adapting Instruction for Student Learning

Standard 5: Assessing Students for Learning:

- ☐ 5A Understanding and Using Assessments
- ☐ 5B Interpreting and Using Assessment Data to Inform Student Learning
- ☐ 5C Communication of Assessment and Data
- ☐ 5D Assessment for Continuous Improvement

Standard 6: Developing as a Professional Educator:

- ☐ 6A Reflecting on Practice
- ☐ 6B Focused Professional Learning
- ☐ 6C Collaboration with Colleagues
- ☐ 6D Collaboration with Families, Guardians and the Community
- ☐ 6E Ethical Conduct and Professional Responsibilities
- ☐ 6F Activating Access and Equity
- ☐ 6G Personal Growth and Well-Being

____/____/____ Date Observation Plan emailed by Evaluator

____/____/____ Date Read Receipt Acknowledged by Evaluatee

Date plan approved: _____



Certificated Evaluation

☐ Probationary 0

☐ Probationary I

School Year: _____ Date: Obs 1: _____ Obs 2: _____ Obs 3: _____ Summ: _____

Evaluatee: _____ Evaluator: _____

School: _____ Position/Assignment: _____

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

Observation #2 - Ongoing Observations from ____/____/____ to ____/____/____

Observation #3 - Ongoing Observations from ____/____/____ to ____/____/____

Summative - Ongoing Observations from ____/____/____ to ____/____/____

TEACHER PERFORMANCE AREAS

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

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

Comments Observation 1:

Comments Observation 2:

Comments Observation 3:

Comments Summative:

Commendations:

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

☐ Standards Met

☐ Standards Not Met

____/____/____ Date Observation 1 emailed by Evaluator

____/____/____ Date Observation 2 emailed by Evaluator

____/____/____ Date Observation 3 emailed by Evaluator

____/____/____ Date Read Receipt Acknowledged by Evaluatee

____/____/____ Date Read Receipt Acknowledged by Evaluatee

____/____/____ Date Read Receipt Acknowledged by Evaluatee

Employee's Acknowledgment:

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

Evaluatee's Signature:

Date:

Evaluator's Signature:

Date:



Certificated Evaluation

Probationary 2

School Year: _____ Date: Obs 1: _____ Obs 2: _____ Summ: _____
Evaluatee: _____ Evaluator: _____
School: _____ Position/Assignment: _____
Observation #1 - Ongoing Observations from _____ *to* _____
Observation #2 - Ongoing Observations from _____ *to* _____
Summative - Ongoing Observations from _____ *to* _____

TEACHER PERFORMANCE AREAS

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

Comments Observation 2:

Comments Summative:

4.Planning instruction and designing learning experiences for all students.

Observation 1

Observation 2

Summative

Comments Observation 1:

Comments Observation 2:

Comments Summative:

5. Assessing students for learning.

Observation 1

Observation 2

Summative

Comments Observation 1:

Comments Observation 2:

Comments Summative:

6. Developing as a professional educator.

Observation 1

Observation 2

Summative

Comments Observation 1:

Comments Observation 2:

Comments Summative:

Commendations:

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

☐ **Standards Met**

☐ **Standards Not Met**

____/____/____ **Date Observation 1 emailed by Evaluator**

____/____/____ **Date Read Receipt Acknowledged by Evaluatee**

____/____/____ **Date Observation 2 emailed by Evaluator**

____/____/____ **Date Read Receipt Acknowledged by Evaluatee**

Employee's Acknowledgment:

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

Evaluatee's Signature:

Date:

Evaluator's Signature:

Date:



Certificated Evaluation

Permanent

School Year: _____ Observation Date: _____ Summative Date: _____
 Teacher: _____ Evaluator: _____
 School: _____ Position/Assignment: _____

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

TEACHER PERFORMANCE AREAS

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

Comments Summative:

**4.Planning instruction and
designing learning experiences
for all students.**

Observation

Summative

Comments Observation:

Comments Summative:

5.Assessing students for learning.

Observation

Summative

Comments Observation:

Comments Summative:

**6.Developing as a professional
educator.**

Observation

Summative

Comments Observation:

Comments Summative:

Commendations:

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

☐ Standards Met

☐ Standards Not Met

____/____/____ Date Observation emailed by Evaluator

____/____/____ Date Read Receipt Acknowledged by Evaluatee

FIVE YEAR EVALUATION CYCLE (Article XVI – I)

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

Employee's Acknowledgment:

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

Evaluatee's Signature

Date:

Evaluator's Signature

Date:



Victor Elementary School District
School Nurse Evaluation Form

Employee: _____

Date: _____

- ☐ Prob 1
☐ Prob 2
☐ Permanent

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

Evalutee Signature: _____ Date: _____
 Evaluator Signature: _____ Date: _____

Standard 1: Engaging and Supporting all Students in Learning

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

Standard 2: Creating and Maintaining Effective Environments for Student Learning

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

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

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

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

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

Standard 5: Assessing Student Health

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

Standard 6: Developing as a Health Professional

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



Alternative Performance Evaluation Project Plan

School Year: _____ Date Submitted: _____
Evaluatee: _____ Evaluator: _____
School: _____ Position/Assignment: _____

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

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

Project Description:

Purpose: How will focusing on this standard(s) enhance my teaching and improve student achievement?

Plan of action (*include any need for assistance, conferences, and material*):

Date plan approved: ____/____/____



Alternative Performance Evaluation Project Plan

____/____/____ **Date Project Plan emailed by Evaluator**

____/____/____ **Date Read Receipt Acknowledged by Evaluatee**

Alternative Performance Evaluation Project Plan

Mid Year Report:

Date: _____

Summary of Project *(include accomplishments, applications, and conclusions)*:

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

1.Engaging and supporting all students in learning

Comments Summative:

2.Creating and maintaining effective environments for student learning

Comments Summative:

3.Understanding and organizing subject matter for student learning.

Comments Summative:

4.Planning instruction and designing learning experiences for all students.

Comments Summative:

5.Assessing students for learning.

Comments Summative:

Alternative Performance Evaluation Project Plan

6. Developing as a professional educator.

Comments Summative:

☐ Standards Met

☐ Standards Not Met

FIVE YEAR EVALUATION CYCLE (Article XVI – I)

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

Employee's Acknowledgment:

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

Evaluatee's Signature

Date:

Evaluator's Signature

Date:

VICTOR ELEMENTARY SCHOOL DISTRICT

JOB DESCRIPTION

POSITION:

ADAPTED PHYSICAL EDUCATION SPECIALIST

FUNCTION:

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

MAJOR DUTIES & RESPONSIBILITIES

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

Supports the philosophy behind the District mission statement and beliefs.

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

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

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

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

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

Develops an Individualized Education Plan for each identified student.

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

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

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

ADAPTED PHYSICAL EDUCATION SPECIALIST

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

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

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

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

Maintains a safe, secure and functional environment.

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

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

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

Updates professional skills and knowledge on an ongoing basis.

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

OTHER DUTIES & RESPONSIBILITIES:

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

Participates in school and/or District programs.

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

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

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

ADAPTED PHYSICAL EDUCATION SPECIALIST

MINIMUM QUALIFICATIONS:

CREDENTIAL:

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

EDUCATION:

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

PERSONAL QUALITIES:

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

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

Communicates professionally with students, parents, and colleagues.

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

VICTOR ELEMENTARY SCHOOL DISTRICT

JOB DESCRIPTION

POSITION:

ELEMENTARY CLASSROOM TEACHER

FUNCTION:

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

MAJOR DUTIES & RESPONSIBILITIES

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

Supports the philosophy behind the District mission statement and beliefs.

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

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

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

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

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

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

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

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

Maintains a safe, secure and healthful room environment.

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

ELEMENTARY CLASSROOM TEACHER

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

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

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

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

Updates professional skills and knowledge on an ongoing basis.

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

OTHER DUTIES & RESPONSIBILITIES:

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

Participates in school and/or District programs.

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

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

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

MINIMUM QUALIFICATIONS:

CREDENTIAL:

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

EDUCATION:

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

PERSONAL QUALITIES:

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

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

Communicates professionally with students, parents, and colleagues.

VICTOR ELEMENTARY SCHOOL DISTRICT

JOB DESCRIPTION

POSITION:

RESOURCE TEACHER-LEARNING HANDICAPPED

FUNCTION:

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

MAJOR DUTIES & RESPONSIBILITIES

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

Supports the philosophy behind the District mission statement and beliefs.

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

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

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

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

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

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

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

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

classroom environment, behavior, management, and curriculum.

RESOURCE TEACHER-LEARNING HANDICAPPED

Coordinates special education services with regular teachers in order

to provide a successful transition program into regular education.

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

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

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

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

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

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

Maintains a safe, secure and healthful room environment.

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

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

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

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

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

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

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

RESOURCE TEACHER-LEARNING HANDICAPPED

Updates professional skills and knowledge on an ongoing basis.

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

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

OTHER DUTIES & RESPONSIBILITIES:

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

Participates in school and/or District programs.

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

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

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

MINIMUM QUALIFICATIONS

CREDENTIAL:

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

EDUCATION:

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

PERSONAL QUALITIES:

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

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

Communicates professionally with students, parents, and colleagues.

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

VICTOR ELEMENTARY SCHOOL DISTRICT

JOB DESCRIPTION

Revised 8/11/10

POSITION: **School Nurse**

FUNCTION:

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

MAJOR DUTIES & RESPONSIBILITIES

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

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

OTHER DUTIES & RESPONSIBILITIES:

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

MINIMUM QUALIFICATIONS:

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

EDUCATION AND REQUIRED CREDENTIALS:

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

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

**PERSONAL
QUALITIES:**

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

REPORTS TO

- Assistant Superintendent, Pupil Services

WORK YEAR

- 183 days

SALARY

- Placement on Certificated Salary Schedule

VICTOR ELEMENTARY SCHOOL DISTRICT

JOB DESCRIPTION

POSITION:

SPECIAL DAY CLASS TEACHER-LEARNING HANDICAPPED

FUNCTION: other

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

MAJOR DUTIES & RESPONSIBILITIES

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

Supports the philosophy behind the District mission statement and beliefs.

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

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

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

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

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

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

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

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

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

SPECIAL DAY CLASS TEACHER-LEARNING HANDICAPPED

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

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

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

Maintains a safe, secure and healthful room environment.

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

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

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

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

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

Updates professional skills and knowledge on an ongoing basis.

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

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

OTHER DUTIES & RESPONSIBILITIES:

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

Participates in school and/or District programs.

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

SPECIAL DAY CLASS TEACHER-LEARNING HANDICAPPED

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

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

MINIMUM QUALIFICATIONS

CREDENTIAL:

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

EDUCATION:

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

PERSONAL QUALITIES:

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

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

Communicates professionally with students, parents, and colleagues.

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

VICTOR ELEMENTARY SCHOOL DISTRICT

JOB DESCRIPTION

POSITION:

SPEECH, LANGUAGE & HEARING SPECIALIST

FUNCTION:

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

MAJOR DUTIES & RESPONSIBILITIES

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

Supports the philosophy behind the District mission statement and beliefs.

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

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

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

Screens students for possible speech and language difficulties.

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

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

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

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

Provides audiometric screenings.

Provides augmentative communication assessments as necessary.

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

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

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

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

Attends required meetings and in-services.

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

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

Designs and uses homework assignments as appropriate.

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

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

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

Maintains a safe, secure and healthful room environment.

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

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

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

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

SPEECH, LANGUAGE & HEARING SPECIALIST

(Page Three of Three)

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

Updates professional skills and knowledge on an ongoing basis.

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

OTHER DUTIES & RESPONSIBILITIES:

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

Participates in school and/or District programs.

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

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

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

MINIMUM QUALIFICATIONS

CREDENTIAL:

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

EDUCATION:

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

PERSONAL QUALITIES:

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

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

Communicates professionally with students, parents, and colleagues.

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

VICTOR ELEMENTARY SCHOOL DISTRICT JOB DESCRIPTION

POSITION: **Support Specialist**

**SPECIALIZED
DUTIES:**

Literacy, Math, Science, Social Studies, Physical Education

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

Coaches teachers/staff in each area and develops model lessons.

Develops support materials.

Develops and maintains resources on the website for the educational services.

Plans and coordinates events that support content areas (e.g., Young Authors, Junior Olympics, etc).

Develops and coordinates annual pre/post assessments K-6.

Assists with planning, writing, implementing, and monitoring the LEA plan.

Careers

Coordinates and trains teachers/staff in the District-wide Careers Curriculum to meet District goals.

Coaches teachers/staff in the implementation of the careers curriculum.

Coordinates District-wide events (e.g., Career Fair, Public Works, Maintenance and Operation Career Day, etc.)

Technology

Researches, coordinates and trains teachers/staff in the use of technology in the classroom to meet District goals.

Coaches teachers/staff in the use of technology and develops model lessons.

Develops technology support materials.

Develops and maintains technology resources on the website for educational services.

Supports annual assessments using technology at both the site and classroom level.

Assists in disaggregation of data at the district, site, grade level, and/or individual classroom.

Assists/creates software programs to record and report student data.

Assists with planning, writing, implementing, and monitoring the LEA plan.

Supports teachers/staff in problem solving of technological issues.

Ensures that district maintains state compliance in data and assessment.

Staff Development

Attends District liaison meetings to coordinate and share county information.

Serves as a reflective coach and networks for California's New Teacher Induction Program.

Assists with District committees.

Coaches teachers/staff in high yield instructional strategies.

Coaches parents in high yield instructional strategies.

Develops and models lessons for all curricular areas.

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

English Language Learners

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

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

Provides assistance in curriculum development for English language learners.

Coordinates California English Language Development Testing and training.

Provides literacy training and support for parents of English Learners.

Supports District English Language Advisory Committee meetings.

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

Attends District and county meetings to support English language learners.

Differentiated Instruction

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

Coaches teachers/staff in area of differentiated instruction.

Provides model lessons including differentiated instruction.

OTHER DUTIES & RESPONSIBILITIES:

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

Participates in school and/or District programs.

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

Updates professional skills and knowledge on an ongoing basis.

Identifies and utilizes all necessary and available District resources.

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

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

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

MINIMUM QUALIFICATIONS/ CREDENTIAL:

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

EDUCATION:

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

PERSONAL
QUALITIES:

Accepts responsibility for growth in student achievement.

Treats children with dignity and respect.

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

Communicates professionally with students, parents, and staff.

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



CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP)
2024

Adopted April 2024

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[Commission on Teacher Credentialing Program Standards](#)

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Association of Independent California
Colleges and Universities

2020 California Standards for the Teaching Profession (CSTP) Workgroup Members

Workgroup Members Identified by Key Constituent Groups and Appointed by Commission Executive Director

Name	Affiliation	Position
Edwards, Denise*	University of California (UC)	University of California, Riverside Supervisor, Graduate School of Education
Golden, Tanya*	California Federation of Teachers (CFT)	ABC Unified School District Teacher
Chandra McPeters	California Teachers Association (CTA)	Stockton Unified School District Teacher
O'Hara, Karen	California State University (CSU)	California State University, Sacramento Faculty
Singh, Manjit*	California County Superintendent Educational Services Association (CCSESA)	Fresno County Superintendent of Schools Director, Teacher Induction
Wesley, Tymika*	Association of Independent California Colleges and Universities (AICCU)	California Lutheran University Chair, Department of Learning and Teaching

Workgroup Members Applicants Appointed by Commission Executive Director

Name	Affiliation	Position
Aguila, Dawn*	Santa Ana Unified School District	Program Specialist, Training, Induction, and Professional Support
Almeida, Tonya*	Riverside County Office of Education	Director II, Center for Teacher Innovation
Barnhart, Tara*	Chapman University	Assistant Professor, Attallah College of Educational Studies
Bryant, Malaika*	Kern County Superintendent of Schools	Director II, Educator Development and Data Support
Cervantes-Gonzalez, Adriana*	CSU Bakersfield (Representing CLEAR)	Lecturer, Representative for Center for Leadership, Equity, and Research (CLEAR)
Courtney, Thomas*	San Diego Unified School District	Teacher
da Silva, Nyere	Contra Costa County Office of Education	Coordinator, Teacher Induction
DeCoito, Charise	Contra Costa County Office of Education	Coordinator, Teacher Induction

Name	Affiliation	Position
Delgado, Kenan	San Francisco Unified School District	Peer Coach
Jones, Sheiveh*	San Diego County Office of Education	Director, Teacher Effectiveness and Preparation
Lilienthal, Kimberly*	Placer County Office of Education	Senior Director
McKee, Patrick	Foothill Consortium/Bonita Unified School District	Director, Foothill Consortium Induction Program
Ramos, Minluvi*	Compton Unified School District	Administrator, Teacher Induction Program and Support
Rivas, David*	Antelope Valley Union High School District	Teacher, Induction Mentor, Adjunct Lecturer
Roberts, Melissa*	Santa Cruz/Silicon Valley New Teacher Project	Director
Schwartzfarb, Jodie	New Haven Unified School District	Teacher
Sheldon, Julie*	Walnut Valley Unified School District	Coordinator
Sikes, Julianna*	Davis Joint Unified School District	Director, Teacher Intern Program
Sisco, Christine	Stanislaus County Office of Education	Assistant Superintendent, Instructional Support Services
Williamson, Peter	Stanford University	Faculty Director, Stanford Teacher Education Program (STEP)

*Participated in the 2024 CSTP Workgroup

Workgroup Facilitators

Name	Affiliation	Position
Mattson, Heather	Region 15 Comprehensive Center (WestEd)	Deputy Director
Rognier, Libby	Region 15 Comprehensive Center (WestEd)	Senior Research Associate, Quality Schools and Districts
Bennet Brown, Terra	California Department of Education	Education Programs Assistant, Educator Excellence and Equity
Cruz Allen, Kristen	California Department of Education	Administrator, Educator Excellence and Equity Division
Mendoza, Cara	Commission on Teacher Credentialing	Administrator
Sacramento, Karen	Commission on Teacher Credentialing	Consultant

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2024 CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION (CSTP)

Introduction

Teachers are the single most important classroom factor in student learning and achievement. Research demonstrates that the greatest influence on learning progression is having highly expert, inspired, and passionate teachers who work with school leaders, to maximize the effect of their teaching for all learners in their care. The effort to educate every California learner is an incredibly complex undertaking. Thus, continuously strengthening the teaching profession by equipping teachers with effective practices based on available evidence is critical. Moreover, because what teachers know and are able to do directly influences student learning and well-being, educators must have a deep awareness and understanding of what quality teaching looks like—and of how to implement it for every student every day.

The California Standards for the Teaching Profession (CSTP) are foundational for teacher preparation and teacher induction. They also serve as a guide for educator professional learning, development, and evaluation statewide. With the ultimate goal of improving student learning and well-being, the standards provide a broad and complex vision of the teaching profession within which all teachers can define and develop their practice. They also provide a common language for communication and dialogue, and thus play an important role in prompting educators to reflect about student learning and teaching practice; formulate professional goals that improve teaching practice in support of student learning; and guide, monitor, and assess their progress toward professional goals.

Since their inception in the 1990s, the CSTP have been widely influential in California policy and practice. Codified in the California Education Code (EC §44279.1), the standards have been updated over time so that they continue to be relevant and useful in the face of changes in learning expectations and priorities, shifts in student populations, and increased attention on outcomes that incorporate such factors as diversity, equity, and inclusion. This 2024 update was developed by the Commission on Teacher Credentialing in partnership with the California Department of Education (CDE). During 2022–23, the Commission and the CDE engaged a diverse work group of expert practitioners and policymakers from across the state in an in-depth study and revision process. The work group used research, professional literature, an array of California documents, examples from other states, constituent input and comments from online review, and expert consultation to inform decisions about content and structural changes that would revitalize the CSTP.

The 2024 CSTP represent an expertly informed consensus on expectations for the teaching profession. They lay groundwork for next steps in continuously improving teaching in ways that equitably benefit all learners' academic achievement and well-being. The standards attend to the social, emotional, physical, cognitive, and academic needs of learners. Their focus is to ensure inclusive learning experiences based on individual learner assets and needs while also creating equitable outcomes for all. The revised CSTP also highlight enhanced family and community engagement practices, with an emphasis on two-way communication to develop positive and reciprocal family and community connections. Additionally, the standards include

indicators for teaching performance in relation to digital citizenship, restorative justice, a growth mindset, and the implementation of a continuous growth model.

The revised CSTP also acknowledge the increasing complexities of teaching. The standards feature evidence-based strategies that address learners’ academic and social-emotional development; apply to classroom, school, district, and community settings; include actions for both individual teachers and collaborative teaching; and provide strategies that support teachers’ professional judgment while attending to state standards and frameworks, along with family and community goals. The purpose of these standards is to enable teachers to meet the needs of *all* learners (collective), *each* learner (individual), and *every* learner, including but not limited to specifically historically and persistently underserved students.

The Scope of the Updated California Standards for the Teaching Profession (CSTP)

The 2024 CSTP identify and clarify effective teaching strategies that have positive impacts on student achievement and well-being. They describe critical areas of effective teaching and offer a structure to help teachers and other constituents navigate the complexity of teaching and continuously improve practice. A single approach to professional practice will not be effective for all practitioners in all contexts. Although the standards articulate a common vision of excellence in teaching, different teachers have different ways of enacting the standards effectively for the learners they teach. The CSTP provide a framework within which teachers and others can develop individualized action-oriented goals and strategies, with details tailored to their particular learners and contexts—the kind of practice, in other words, that is most likely to result in quality teaching for the state’s broad range of learners and teaching circumstances.

Intentionally broad in scope, the CSTP:

- Represent a holistic view of teaching, organized to address the complexity of educating California’s diverse learners.
- Shape and support teacher behaviors and skills for evidence-based practice that generates equitable, high-quality education.
- Address effective teaching across grade levels—from pre-K early learning through classrooms organized primarily for adults.
- Outline the principles and foundations of teaching practice across all subject areas.
- Provide scaffolding for coherent, ongoing development of teachers across career stages, from teacher preparation through highly accomplished practice.
- Work in concert with state standards, frameworks, guides, and resources that focus on teaching specific subject matter and skills or on various types of learners.

The CSTP Big Ideas and Structure

The updated CSTP are organized into six broad, interdependent standards that embed California’s vision for teaching in an effective, equitable learning system. This six-topic footprint is similar to the previous CSTP (2009) and is intended to facilitate the use of extant research and resources that might be helpful in implementing the updated standards. It also parallels other

California state professional standards, such as the California Professional Standards for Education Leaders (CPSEL) and the Quality Professional Learning Standards (QPLS).

Each of the six Standards includes Elements and Example Indicators—a format that illustrates, in increasing detail, the implementation of high-quality teaching. The Elements highlight four to seven focus areas within each standard. They serve to clarify the intention of the standard and help define key components of teaching within the standard. Example Indicators are samples of how a teacher might demonstrate the standard or the element within their own teaching. The example indicators are not intended to be a comprehensive or required list of behaviors. Rather, they illustrate the standard or the element in teacher practice.

The **2024 California Standards for the Teaching Profession (CSTP)** are:

CSTP 1: Engaging and Supporting All Students in Learning

Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student’s participation, engagement, connection, and sense of belonging.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning

Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning

Teachers integrate content, processes, materials, and resources into a coherent, culturally relevant, and equitable curriculum that engages and challenges learners to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.

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

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

CSTP 5: Assessing Students for Learning

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

CSTP 6: Developing as a Professional Educator

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

development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

California Standards for the Teaching Profession (CSTP)

The following provides the broad CSTP language, elements that serve to clarify the intention of the standard and help define key components of teaching within the standard, and example indicators of how a teacher might demonstrate the standard or the element within their own teaching. The elements and the example indicators are not intended to be a comprehensive or required list of behaviors. Rather, they illustrate the standard or the element in teacher practice.

CSTP 1: Engaging and Supporting All Students in Learning

Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student’s participation, engagement, connection, and sense of belonging.

Element 1A: Focus on Students

1A: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students’ identities and extend their learning.

Element 1A Example Indicators

Teachers

- 1A–1: Create learning experiences that support the academic, behavioral, cognitive, functional, cultural, linguistic, physical, and social–emotional development of each learner.
- 1A–2: Articulate, plan, and implement learning experiences to support each student in meeting pre-K–12 content and performance standards.
- 1A–3: Use knowledge of students and a variety of evidence-based approaches to inspire, engage, and strengthen each student’s intrinsic motivation to embrace new learning challenges.
- 1A–4: Implement support systems for student access to learning opportunities that comply with legal requirements and include formal accommodations or modifications.
- 1A–5: Create a classroom community where each student is given choices, is valued, and experiences active and equitable participation in learning and success.

Element 1B: Knowledge of Students

1B: Teachers elicit and solicit knowledge of each student’s assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.

Element 1B Example Indicators

Teachers

- 1B–1: Affirm each student’s cultural, linguistic, and racial identities by actively seeking knowledge and approaches for creating culturally and linguistically responsive and sustaining learning opportunities.
- 1B–2: Create learning opportunities that draw on students’ interests, prior experiences, culture, and linguistic assets to support active engagement for each learner.
- 1B–3: Integrate student voice in planning and sustaining classroom structures and practices by including student participation and encouraging students to provide feedback.
- 1B–4: Provide learning experiences for language acquisition, using evidence-based approaches that leverage students’ linguistic assets and address the diverse needs of all students.
- 1B–5: Respond to and implement support for students’ social–emotional well-being and mental health needs, including those of students who have experienced trauma, homelessness or other situations.

Element 1C: Student Backgrounds and Family Engagement

1C: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student’s learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.

Element 1C Example Indicators

Teachers

- 1C–1: Determine the most effective strategies for communicating with families, guardians, and caregivers, including those from under-resourced communities and those who communicate in languages other than English, to explicitly and systematically increase positive connections.
- 1C–2: Apply evidence-based principles of effective family engagement in partnering with families, guardians, and caregivers to achieve equitable outcomes for every student.
- 1C–3: Create reciprocal partnerships with families, guardians, and caregivers to better understand students’ and families’ lives and to work together to enhance student learning experiences.
- 1C–4: Engage in reciprocal communication about learning, academic, and social–emotional expectations with families, guardians, and caregivers and share systems of instruction and support.
- 1C–5: Maintain responsive, understandable, timely, and accessible communications with families, guardians, and caregivers about student progress and accomplishments.

Element 1D: Diversity and Equity

1D: Teachers are responsive to students’ diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.

Element 1D Example Indicators

Teachers

- 1D–1: Establish and maintain positive relationships with each student to promote understanding, respect, and affirmation of diversity.
- 1D–2: Recognize their own explicit and implicit biases and implement strategies and tools to counter those biases in order to create an inclusive learning community where each student’s unique experiences are seen and used as educational assets.
- 1D–3: Improve student outcomes by addressing individual student assets and needs while creating equitable outcomes for all.
- 1D–4: Close achievement and opportunity gaps among student groups, focusing on groups with disabilities and those with diverse cultural, racial, self-identity, linguistic, and socioeconomic backgrounds.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning

Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

Element 2A: Learning Environment

2A: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student’s academic and social–emotional growth.

Element 2A Example Indicators

Teachers

- 2A–1: Support students in embracing diversity by engaging in and facilitating positive interactions in an inclusive and equitable climate with respect to cultural, linguistic, social, religious, and economic backgrounds; learning differences; gender and gender identity; sexual orientation; and family structure.
- 2A–2: Leverage the diverse cultural and linguistic backgrounds, goals, interests, and abilities of each student to build trusting relationships that ensure that each student learns and thrives.
- 2A–3: Engage with students in appreciating their own identities and the identities of others and viewing themselves as valued contributors to the community.

- 2A–4: Encourage constructive interactions among students by modeling, teaching, and practicing skills such as effective communication, emotional self-regulation, conflict resolution, and problem-solving.
- 2A–5: Nurture students’ leadership capacities by facilitating opportunities for students to apply those capacities in purposeful and meaningful ways.

Element 2B: Student Behavior

2B: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.

Element 2B Example Indicators

Teachers

- 2B–1: Recognize the underlying causes of student behavior, including developmental and individual social–emotional needs.
- 2B–2: Use evidence-based knowledge to create developmentally appropriate systems and practices that support both individual and collective student growth toward skills that students need in order to meet standards of behavior.
- 2B–3: Employ culturally responsive and developmentally appropriate and relevant norms, procedures, and supports to strengthen positive behavior and celebrate success.
- 2B–4: Create and maintain a climate where students feel a sense of belonging and responsibility for their own and one another’s learning and well-being.
- 2B–5: Implement trauma-informed practices and developmentally appropriate positive behavioral interventions and supports that apply restorative justice and conflict resolution practices with individual students.

Element 2C: Organizational and Resource Management

2C: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.

Element 2C Example Indicators

Teachers

- 2C–1: Implement student-focused learning that is culturally and linguistically responsive and sustaining when designing classroom and school schedules, routines, procedures, and support systems.
- 2C–2: Organize available resources—time, instructional materials, physical space, and people—within the classroom and across the school to maximize conditions that support student learning and well-being.

- 2C–3: Coordinate logistics and resources needed to facilitate students’ in-person and remote learning.
- 2C–4: Understand and implement health, safety, and emergency procedures to ensure the collective and individual well-being of all students.
- 2C–5: Ensure that digital and physical spaces, along with materials, are accessible to accommodate learning and support for students with disabilities and to meet legal requirements.

Element 2D: Inclusive Environment

2D: Teachers build on students’ assets—students’ abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students’ identities are included in classroom interactions and future learning experiences.

Element 2D Example Indicators

Teachers

- 2D–1: Recognize and understand students’ commonalities and differences in order to facilitate experiences that enable each student to fully participate and grow.
- 2D–2: Anticipate student variability and provide appropriate guidance, instruction, resources, and supports to enhance each student’s access to challenging learning experiences.
- 2D–3: Develop and sustain opportunities for students to reflect on, cultivate, and practice social–emotional skills in ways that are developmentally appropriate and culturally and linguistically responsive and sustaining, to optimize equitable academic learning experiences.
- 2D–4: Support students in learning and practicing ways to express thoughtful and respectful feedback and opinions about others’ learning and well-being as well as their own.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning

Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.

Element 3A: Knowledge of Subject Matter and Pedagogy

3A: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students’ social–emotional and language development.

Element 3A Example Indicators

Teachers

- 3A–1: Explicitly address content and instructional strategies outlined in pre-K–12 state-adopted standards, curriculum frameworks, and technology guidelines.
- 3A–2: Integrate content-based curriculum, resources, and evidence-based teaching practices with culturally and linguistically responsive and sustaining learning experiences that promote student learning.
- 3A–3: Apply their knowledge of subject matter concepts, themes, diverse perspectives, and relationships to broaden and deepen each student’s academic and social–emotional learning.
- 3A–4: Arrange subject matter and skills into developmental sequences that facilitate each student’s content learning, language acquisition, and social–emotional development.
- 3A–5: Promote subject-specific language and literacy development for all students by using California’s ELA/ELD Framework, ELA/Literacy Standards, ELD Standards, English Learner Roadmap, and Preschool and Transitional Kindergarten Learning Foundations for Language and Literacy.

Element 3B: Connecting Subject Matter to Real-World Contexts

3B: Teachers engage students in real-world applications and leverage students’ unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.

Element 3B Example Indicators

Teachers

- 3B–1: Prioritize students’ assets, experiences, and knowledge to design meaningful pre-K–12 standards-based lessons that connect to practical and relevant applications.
- 3B–2: Complement subject matter content with examples, current events, the arts, and other resources that reflect culturally, racially, and linguistically diverse experiences, people, settings, and themes to which students can relate.
- 3B–3: Review subject matter content, including examining sources of explicit and implicit biases, and organize curriculum to promote understanding of and respect for different experiences, perspectives, and circumstances.
- 3B–4: Design relevant activities and experiences in which students take an active role in the direction and application of their learning.
- 3B–5: Incorporate digital literacy and citizenship into lessons, including technical skills, privacy safeguards, and the ethical use of social media, copyrighted materials, and artificial intelligence (AI).

Element 3C: Curriculum and Resources for Specific Students and Student Groups

3C: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner’s growth.

Element 3C Example Indicators

Teachers

- 3C–1: Prioritize and organize curricula at appropriate levels and make necessary adjustments and accommodations, based on student data.
- 3C–2: Match accessible subject matter content, materials, and equipment to rigorous, relevant, and developmentally appropriate learning sequences.
- 3C–3: Address the strengths and needs of students who require specific academic, linguistic, social–emotional, and physical accommodations, to provide equitable access to critical content.
- 3C–4: Focus on content and skill development goals outlined in formal learning plans for students with learning differences and disabilities
- 3C–5: Use the California Practitioners’ Guide for Educating English Learners with Disabilities and the California Dyslexia Guidelines to address the relevant learning needs of specific individual students.
- 3C–6: Use the English language development standards, the English Learner Roadmap, and levels of language acquisition to guide the selection and organization of subject matter materials appropriate for individual English learners.

Element 3D: Content and Skills across Subjects

3D: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.

Element 3D Example Indicators

Teachers

- 3D–1: Integrate key concepts, themes, and connections across subject matter areas.
- 3D–2: Establish linkages within and across disciplines and grade levels, using student content standards and state curriculum frameworks.
- 3D–3: Extend students’ interests in learning new or challenging content with inquiry-based learning experiences or projects focusing on real-world applications.
- 3D–4: Empower students to work on areas for growth and learn new content by integrating their interests with pre-K–12 subject matter and social–emotional strengths.

- 3D–5: Provide materials and processes that enable students to learn and practice career and social–emotional skills, such as self-reflection, decision-making, creativity, critical thinking, and collaborative problem-solving.

Element 3E: Curriculum Materials and Resources

3E: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.

Element 3E Example Indicators

Teachers

- 3E–1: Employ the full range of materials, resources, and technologies provided by the school and the district to support students in meeting individual and collective learning goals.
- 3E–2: Select and use materials and tools that are needed for effective in-person and remote learning experiences.
- 3E–3: Use specific materials, resources, and technologies to support differentiated student learning of the subject matter content and skills.
- 3E–4: Use learning materials and resources that reflect diverse cultures, races/ethnicities, and languages to support socially and emotionally relevant subject matter content and skills.
- 3E–5: Review materials and resources for bias and thoughtfully consider whether they are appropriate for learning experiences directed toward meeting intended content and equity outcomes.

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

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

Element 4A: Planning Instruction for Student Learning

4A: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students’ identities, prior knowledge, areas for growth, and interests.

Element 4A Example Indicators

Teachers

- 4A–1: Determine how they teach by considering what students need to learn in order to meet expectations and goals.
- 4A–2: Consult pre-K–12 standards, frameworks, curriculum guides, and professional sources to integrate effective instructional methods for students to learn subject matter and social–emotional competencies.
- 4A–3: Structure written plans to articulate how activities and resources—e.g., teacher activities, general student activities, special accommodations, materials, equipment—will be used to create targeted learning experiences to achieve student goals and learning outcomes.
- 4A–4: Collaborate with diverse groups of colleagues to identify and recognize barriers to equitable access to effective instruction and determine remedies—for individuals and student groups—to include in instructional plans.
- 4A–5: Review instructional plans after teaching, comparing intended and realized student experiences, instruction, and student learning outcomes, to determine areas of success as well as areas where revising and reteaching may be needed.

Element 4B: Designing and Developing Instruction for Student Learning

4B: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.

Element 4B Example Indicators

Teachers

- 4B–1: Consider subject-matter expectations, student identities and interests, student data, social–emotional development goals, curriculum plans, and resources to structure learning activities and to design instruction that enables individual students and student groups to progress.
- 4B–2: Vary the types of instructional and teaching strategies used, to maximize student engagement in learning, and present opportunities for students to practice different ways of learning.
- 4B–3: Sequence short-term and long-term instruction and support to reflect student learning goals, district and school priorities, subject-matter curricula, and social–emotional development.
- 4B–4: Cross-check the alignment of curriculum, instruction, assessment, and professional practice.
- 4B–5: Deliberately incorporate culturally and linguistically responsive and sustaining teaching and learning experiences into instruction that actively supports student agency.

Element 4C: Facilitating Instruction for Student Learning

4C: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.

Element 4C Example Indicators

Teachers

- 4C–1: Teach and reteach key concepts and skills so that each student has opportunities to engage meaningfully in learning and reach identified goals.
- 4C–2: Use curricular and instructional plans to initiate teaching, and adjust their practice to refocus instruction, based on students' engagement, interests, strengths, and needs.
- 4C–3: Facilitate self-directed learning, teacher-student interactions, and collaborative group experiences that build students' responsibility for their learning.
- 4C–4: Provide students with a variety of ways to demonstrate their learning.
- 4C–5: Conduct and support productive student learning experiences that are offered in-person or remotely.

Element 4D: Adapting Instruction for Student Learning

4D: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.

Element 4D Example Indicators

Teachers

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

CSTP 5: Assessing Students for Learning

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

Element 5A: Understanding and Using Assessments

5A: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.

Element 5A Example Indicators

Teachers

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

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

5B: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.

Element 5B Example Indicators

Teachers

- 5B–1: Systematically check for student understanding, through observation, analysis of student work, and use of student questions and feedback, to revise curricular and instructional plans.
- 5B–2: Draw on multiple sources of information to design and implement equitable and accountable reporting and grading practices that reflect student learning.
- 5B–3: Disaggregate summative, formative, and perception data to create student learning experiences that are specific and differentiated for each learner, in order to meet identified goals.
- 5B–4: Examine and interpret student performance data to develop and implement equitable and culturally and linguistically responsive plans for student learning.
- 5B–5: Use technology-enhanced resources and programs that extend capacity to monitor and document student progress accurately and equitably.

Element 5C: Communication of Assessment and Data

5C: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.

Element 5C Example Indicators

Teachers

- 5C–1: Involve students in developmentally appropriate self-assessment, goal setting, and monitoring of progress, and provide students with options to revise work and demonstrate growth.
- 5C–2: Engage students, in developmentally appropriate ways, in discussing the assessments they take—what the assessments are, why they are important, formats and directions, how data are used, and, specifically, the ways that the assessment results affect them individually.
- 5C–3: Facilitate conversations and reflections with students, families, and guardians regarding students’ areas of strength and opportunities for growth.
- 5C–4: Collaborate with specialists to accurately interpret assessment results that apply to the broad range of students with disabilities, as well as to accelerated students, multilingual learners, and students who have targeted learning plans.
- 5C–5: Articulate goals and working agreements with peers for collecting and exchanging student data that comply with laws and policies related to recording and sharing student information, data access and privacy, and individual and group reporting.

Element 5D: Assessment for Continuous Improvement

5D: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.

Element 5D Example Indicators

Teachers

- 5D–1: Apply a variety of methods, including using digital tools, to collect feedback, organize and analyze multiple data sources, and maintain ongoing and comprehensive records of group and individual progress over time.
- 5D–2: Use performance and perception data, along with student and professional expectations and standards, to guide, monitor, support, and improve curriculum, instruction, and student learning.
- 5D–3: Collaborate with colleagues to foster conditions in which assessment data are used to create a comprehensive and balanced assessment system at the classroom, school, and district levels.
- 5D–4: Work with peers to structure data analysis routines to reflect on and collaborate on ways to implement appropriate and effective use of assessments to achieve equitable outcomes.
- 5D–5: Work with school and district leaders and with families, guardians, and caregivers to gather information about patterns of student performance, especially performance of historically under-resourced students, to inform priorities for equitable academic and social–emotional resource allocations.

CSTP 6: Developing as a Professional Educator

Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

Element 6A: Reflection on Practice

6A: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.

Element 6A Example Indicators

Teachers

- 6A–1: Reflect on and analyze their teaching practice and their own social–emotional competencies and how these teacher capacities contribute to each student’s learning and well-being.
- 6A–2: Develop and deepen the skills necessary to sustain ongoing reflection and self-awareness of strengths and areas for growth.
- 6A–3: Analyze their instructional successes and dilemmas to create next steps.
- 6A–4: Examine their personal attitudes and biases to understand how these influence equitable and culturally responsive and sustaining student learning and performance outcomes.
- 6A–5: Reflect on their personal code of ethics, which guides how they teach historically and persistently underserved students.

Element 6B: Focused Professional Learning

6B: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.

Element 6B Example Indicators

Teachers

- 6B–1: Use reflection and feedback to create professional goals, at each stage of their careers, that are challenging and relevant to continuous growth as an educator.
- 6B–2: Engage in professional learning, focused on current, evidence-based content and pedagogy, offered through the county, district, school or by outside agencies.
- 6B–3: Choose professional learning opportunities and experiences that incorporate relevant, active, and ongoing learning and that address the need to ensure that every student makes progress.
- 6B–4: Establish peer-to-peer learning that capitalizes on observation and feedback designed to bolster their own and other educators’ improvement in key areas.
- 6B–5: Deepen their cultural responsiveness and anti-bias capabilities by appropriately using approaches and tools that build on students’ backgrounds, interests, and experiences and that positively affect students’ learning and well-being.

Element 6C: Collaboration with Colleagues

6C: Teachers collaborate with colleagues in developing a common understanding of effective practices for students’ academic and social–emotional development. This common

understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.

Element 6C Example Indicators

Teachers

- 6C–1: Commit to making their practices more transparent by working with colleagues to set clear purposes, goals, and working agreements that support sharing their practices and that result in a safe and supportive environment.
- 6C–2: Invite feedback from colleagues, mentors, and supervisors and, after considering that feedback, apply what they have learned to strengthen teaching effectiveness and student learning experiences.
- 6C–3: Accept personal responsibility for upholding professional standards and improving student learning outcomes, and support colleagues in being similarly accountable.
- 6C–4: Co-develop and sustain a community of practice that promotes professional growth and support around mutually agreed-upon student learning goals and outcomes.
- 6C–5: Interact with peers, administrators, learning specialists, counselors, paraeducators, and other staff members to develop their expertise in working with the diverse learning needs, interests, and strengths of all students.

Element 6D: Collaboration with Families, Guardians, and the Community

6D: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.

Element 6D Example Indicators

Teachers

- 6D–1: Engage in experiences where they respectfully listen to and learn from families, guardians, and community partners about the diverse assets and needs in the communities represented by their students.
- 6D–2: Work with families, guardians, and community partners to identify local academic and social–emotional support services, including trauma, health, and mental health resources, that can be directed toward improving the well-being of students.
- 6D–3: Participate, with families, guardians, local education agencies, and community partners, in efforts to coordinate in-school and out-of-school care, learning, and enrichment opportunities.
- 6D–4: Support school relationships with universities and businesses to create extended learning opportunities and to get updated information about what students need to know and be able to do, upon graduation, for college and career success.

- 6D–5: Participate in the development of formal learning plans, student study teams, Individual Education Programs (IEPs), and support plans that provide insights from each teacher’s area of instructional expertise to help ensure that specialized instructional supports for students are authentic and meaningful.

Element 6E: Ethical Conduct and Professional Responsibilities

6E: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student’s learning and well-being.

Element 6E Example Indicators

Teachers

- 6E–1: Perform non-instructional (or adjunct) duties in accordance with school and district guidelines, policies, contracts, and other applicable expectations.
- 6E–2: Interact respectfully and supportively with students, colleagues, families, guardians, and community members inside and outside the classroom.
- 6E–3: Understand and comply with relevant laws and policies related to students’ rights and responsibilities; reporting mandates for students’ learning, behavior, health, and safety; and confidentiality protections for students, staff, and families.
- 6E–4: Implement legal imperatives that address each student’s learning requirements by making accommodations and modifications, especially for students with disabilities and those with targeted goals.
- 6E–5: Follow guidelines for the legal, social, and ethical use of technology with students and all members of the school community.

Element 6F: Activating Access and Equity

6F: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.

Element 6F Example Indicators

Teachers

- 6F–1: Acknowledge their own explicit and implicit biases and learn practices to eliminate biases that disadvantage students on the basis of their identities and lived experiences or those of their families.
- 6F–2: Identify and address systemic biases that derive from economic, social–emotional, racial, religious, linguistic, cultural, physical, cognitive, gender-based, or other sources of educational disadvantage or discrimination.

- 6F–3: Promote equitable outcomes for students, based on relevant and accurate evidence and available research.
- 6F–4: Develop a climate of trust, engagement, mutual respect, and honest communication, within the classroom, school, district, and community, to consistently make fair and equitable decisions on behalf of each student.
- 6F–5: Advocate for equity and access in providing for students’ educational, linguistic, cultural, social-emotional, legal, physical, and economic needs so that every student can reach educational expectations and goals.

Element 6G: Personal Growth and Well-Being

6G: Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.

Element 6G Example Indicators

Teachers

- 6G–1: Engage in practices of self-care in order to mitigate stress, maximize well-being, and meet the demands of their personal life and the teaching profession.
- 6G–2: Actively pursue professional learning and growth opportunities to improve their quality of practice or to build expertise and experiences to take on leadership roles.
- 6G–3: Cultivate positive and productive relationships with other school staff members to create a climate of safety, trust, and respect that supports efficacy and resilience.
- 6G–4: Add to and benefit from the broader knowledge base of the professional community.

MEMORANDUM OF UNDERSTANDING

Between

Victor Elementary School District and Victor Elementary Teachers Association

Addressing Alder Residency Program

**This Memorandum of Understanding will commence upon ratification
and will sunset on the last contract day of the 2026-2027 school year.**

VESD has partnered with the Alder Graduate School of Education, utilizing funds from a Total Quality Program (TQP) Grant from the federal government to conduct the Teacher Residency Program in the 2026-2027 school year. Residents require a Mentor. Therefore, Victor Elementary School District and Victor Elementary Teachers Association agree to the following:

1. Mentors will be paid a stipend of \$6,000 per year.
2. Stipend will be paid on the December 2026 and June 2027 pay warrant. If a Resident's participation in the program ends for any reason, the stipend will be prorated for the Mentor based on the time the Resident was assigned to them.
3. Mentors must be a VESD teacher for 3 or more years. Mentors must hold their clear teaching credential.
4. Residents will be matched with Mentors who hold the same credential they are seeking.
5. Mentorship is available for SPED and General Education credential holders.
6. Mentors will attend a 4-hour initial mentor orientation.
7. Mentors will attend a 6-hour Meet and Greet Session in person.
8. Mentors will meet weekly with their Resident.
9. Mentors will meet monthly with other Mentors.
10. Mentors will attend monthly meetings with the Resident and Director.
11. Residents will be assigned to their Mentor teachers for the whole school year, four days a week, for the entire school day.
12. After one year with the Mentors, Residents will be earning their Master's Degree and credential.
13. Teachers interested in becoming a Mentor will submit a letter of interest annually and be interviewed.



Penny Edmiston, President
Victor Elementary Teachers Association

6/3/2026

Date

VETA Ratification Date: 6/5/2026
Board of Trustees Approval Date: 6/24/2026



Lori Clark, Superintendent
Victor Elementary School District

6/3/2026

Date

MEMORANDUM OF UNDERSTANDING

Between

Victor Elementary School District and Victor Elementary Teachers Association

Addressing Compliance of Speech and Language Services

This Memorandum of Understanding will commence upon ratification and will sunset June 30, 2027.

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

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

- Students will receive SLP services from a California-certified Speech and Language Pathologist.
- The District and VETA will meet and confer at the end of the 2026-2027 school year to determine if there is a need to continue services.
- The District will continue to aggressively recruit and hire Speech and Language Pathologists.
- If a part-time, fully credentialed SLP is hired and can show proof of medical insurance, he/she may opt out of all or part of the benefit package offered by the District.

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



Penny Edmiston, President
Victor Elementary Teachers Association
Date 6/3/2026



Lori Clark Superintendent
Victor Elementary School District
Date 6/3/2026

VETA Ratification Date: 6/5/2026
Board of Trustees Approval Date: 6/24/2026
TA June 2026

MEMORANDUM OF UNDERSTANDING

Between

Victor Elementary School District and Victor Elementary Teachers Association

Addressing Speech Language Pathologist Caseload, Mentoring & Recruitment

This Memorandum of Understanding will commence July 1, 2026 and will sunset June 30, 2027.

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

Caseload

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

Mentoring

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

Recruitment

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

- Beginning in the 2026-2027 school year, VESD will consider hiring newly interested candidates on a waiver to work as an SLP with students while attending school. VESD will reimburse 50% of tuition, up to \$30,000 per year, for SLP waiver teachers enrolled in a program to become a fully credentialed SLP. The teachers will commit to work as an SLP in VESD for an additional 5 years once fully SLP credentialed. Program must be completed prior to expiration of waiver eligibility. Tuition will not be paid retroactively for staff who attended classes prior to the date of this MOU.

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

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

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

<u>Repayment Plan: Post Credential (5-year commitment)</u>	
Cessation of Employment as SLP:	Amount Owed to District by Employee:
Prior to the end of/during year one (1)	100%
Prior to the end of/during year two (2)	80%

Prior to the end of/during year three (3)	60%
Prior to the end of/during year four (4)	40%
Prior to the end of/during year five (5)	20%

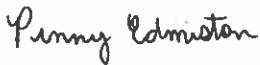
Recruitment

Fully Credentialed SLPs

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

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

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



Penny Edmiston, President
Victor Elementary Teachers Association

6/3/2026

Date

VETA Ratification Date: 6/5/2026

Board of Trustees Approval Date: 6/24/2026



Lori Clark, Superintendent
Victor Elementary School District

6/3/2026

Date

MEMORANDUM OF UNDERSTANDING

By and Between

Victor Elementary School District and Victor Elementary Teachers Association

Addressing Special Day Class (SDC) Class Sizes

The Victor Elementary School District and Victor Elementary Teachers Association enter into this Memorandum of Understanding ("MOU") to temporarily address special education class sizes during the 2026-27 school year. This MOU does not set a precedent or establish past practice, and will sunset June 30, 2027.

The parties agree to the following:

1. The District will make every attempt to keep class size at 18 students in all SDC classes, while continuing to provide two (2) paraeducators for each SDC class. In the event that there is a need to have more than 18 students in any given SDC class, the District will place a dedicated certificated substitute in the room to assist the SDC teacher for the duration of the overage.
2. Each primary and intermediate SDC (1-6) class will not exceed more than four (4) linear grade levels.
3. Each SDC teacher is encouraged to utilize Article 5 Working Time C4 (9 sub days) as needed for professional responsibilities listed.



Penny Edmiston, President
Victor Elementary Teachers Association

6/3/2026

Date



Lori Clark, Superintendent
Victor Elementary School District

6/3/2026

Date

VETA Ratification Date: 6/5/2026
Board of Trustees Approval Date: 6/24/2026

MEMORANDUM OF UNDERSTANDING
Between

Victor Elementary School District and Victor Elementary Teachers Association

Addressing Association Rights- President Release Time

This Memorandum of Understanding will commence pending ratification and will sunset on the last contract day of the 2026-2027 school year.

This does not set a precedent or establish past practice.

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

- be a Teacher-on-Assignment to provide the flexibility to conduct association business as well as assist with designated district projects and/or programs for the 2026-2027 school year.
- be assigned a space at one of the district school sites.
- have the right to an available assignment and be given preference to any available assignment before the transfer process at the end of the 2026-2027 school year.
- be allowed to participate in any supplemental teaching opportunities.
- maintain a daily log to account for the use of time while preserving the confidentiality of unit members and association business.



Heather Garcia, Chief Negotiator
Victor Elementary Teachers Association

6/3/2026

Date



Lori Clark, Superintendent
Victor Elementary School District

6/3/2026

Date

VETA Ratification Date: 6/5/2026

Board of Trustees Approval Date: 6/24/2026

MEMORANDUM OF UNDERSTANDING

Between

Victor Elementary School District and Victor Elementary Teachers Association

Addressing Working Time- Recess Duty

This Memorandum of Understanding will commence pending ratification and sunset on June 30, 2027. It does not set a precedent or establish past practice.

Recess Duty

- For the 2026-2027 school year, recess duty will be covered by NDS staff.
- A recess schedule will be created annually by site administration.
- Recess will be 12 minutes in duration.
- Teachers will be required to escort their class to the recess area, arrive promptly to pick them up, and return to class.
- If a teacher wants to hold recess at a time other than the established schedule, they will be responsible for supervising their own class and coordinating their desired time with the established annual recess schedule.



Penny Edmiston, President
Victor Elementary Teachers Association

6/3/2026

Date



Lori Clark, Superintendent
Victor Elementary School District

6/3/2026

Date

VETA Ratification Date: 6/5/2026

Board of Trustees Approval Date: 6/24/2026

MEMORANDUM OF UNDERSTANDING

Between

Victor Elementary School District and Victor Elementary Teachers Association Addressing VESD Summer School, Extended School Year (ESY), Saturday School, Intercession, and/or Intervention and Support Specialists
This Memorandum of Understanding will commence upon ratification and will sunset on the last contract date of the 2026-2027 school year.

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

Summer School

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

Extended School Year (ESY)

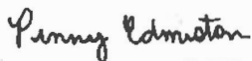
- Teacher selection will be through a lottery process for any/all qualified special education credentialed teachers.
- Teachers will have the opportunity to sign up to teach ESY.
- Teachers will be required to attend one six-hour training. Unit members will be paid their daily/hourly rate.
- Students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

Saturday School, Intercession, and/or any Intervention Programs

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

Support Specialists

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



Penny Edmiston, President
Victor Elementary Teachers Association

6/3/2026

Date

VETA Ratification Date: 6/5/2026
Board of Trustees Approval Date: 6/24/2026



Lori Clark, Superintendent
Victor Elementary School District

6/3/2026

Date

MEMORANDUM OF UNDERSTANDING

Between

**Victor Elementary School District and Victor Elementary Teachers Association Addressing
Staff Meeting Time**

**This Memorandum of Understanding will commence upon ratification
and will sunset on the last contract day of the 2026-2027 school year
or until renegotiated, whichever comes first.**

Victor Elementary School District and Victor Elementary Teachers' Association worked together to address the compulsory principal's meeting (staff meeting) located in Article 5 of the Collective Bargaining Agreement (CBA).

The parties agree to the following changes to the agreement:

- Certificated staff shall attend a maximum of one (1) compulsory principal's meeting (staff meeting) a week which shall last no longer than one hour, followed by up to 15 minutes of additional VETA/TAC time.
- The District will provide a schedule as it pertains to the one staff meeting per month for teacher professional responsibilities, intended to be utilized for preparing report cards and progress reports.
- Certificated staff will notify administration prior to missing a staff meeting.
- No sick leave will be utilized for missing a staff meeting.
- The certificated staff member is responsible for obtaining missed information on any topic.
- If applicable, certificated staff will provide input to the principal on any topic or information missed before the next calendarized meeting.
- Failure to follow the above may result in progressive discipline, as outlined in Article 19.



6/3/2026

Penny Edmiston, President
Victor Elementary Teachers' Association



6/3/2026

Lori Clark, Superintendent
Victor Elementary School District

VETA Ratification Date: 6/5/2026

Board of Trustees Approval Date: 6/24/2026